

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THESE DECLARATIONS, made on the date shown on the close of this instrument, by the party or parties hereto who are, at the close of this instrument, described as "Declarant",

W I T N E S S E T H:

WHEREAS, Declarant, whether one or more, is the owner of certain property in Douglas County, Nebraska, more particularly described as follows:

Lots 1 through 14 inclusive, Skyline Woods, Second Addition, Replat II, as surveyed, platted, and recorded in Douglas County, Nebraska and

WHEREAS, Declarant desires to make all of the above said property, together with such additions thereto as may hereafter be brought within the jurisdiction of the Association, subject to the covenants, conditions and restrictions hereinafter set forth,

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

ARTICLE I.
DEFINITIONS.

Section 1. "Association" shall mean and refer to the Skyline Woods Country Villas Homeowners Association, Inc., its successors and assigns.

Section 2. "Owner" shall mean and refer to:

- (a) The record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, but excluding those having such interest merely as security for the performance of an obligation, and
- (b) The purchaser, whether one or more persons or entities, under a recorded contract for the sale and purchase of a Lot, under which the Seller retains title solely as security for the performance of the purchasers obligation under the contract.

Section 3. "Properties" shall mean and refer to Lots 1 through 14, inclusive, Skyline Woods, Second Addition, Replat II, a Subdivision in Douglas County, Nebraska, as surveyed, platted and recorded, together with any such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Lot" shall mean and refer to any platted lot shown upon any recorded subdivision map of the properties or one of two parcels resulting from a lot split of a duplex zoned lot.

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Section 6. "Declarant" shall mean and refer to all persons and entities signing this instrument.

ARTICLE II.
PROPERTY RIGHTS

Section 1. The Association may suspend the voting rights of an Owner for any period during which any assessment against such Owner's Lot remains unpaid, and for any period not to exceed 60 days for any infraction by any such Owner, or members of such Owner's family, or guests or tenants of such Owner, of the published rules and regulations of the Association.

Section 2. Parking Rights. Ownership of any Lot shall entitle the Owner or Owners thereof to such parking rights as shall be available upon such Lot.

ARTICLE III
MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and shall not be separated from ownership of any Lot which is subject to any assessment.

Section 2. In order to ensure that a quorum is present for all meetings of the members, and to allow for orderly management of the Association's affairs, each lot owner, upon purchase of a lot, shall execute and deliver to the Association a continuing proxy prepared by the Association. This continuing proxy shall operate in lieu of the actual attendance at the meeting by the specific member and shall be void if the member personally attends that meeting to exercise the member's right to vote. The continuing proxy shall be voted by the President of the Association in his or her discretion at any meeting. It is noted that Nebraska law requires that members holding 1/10th of the votes entitled to be cast represented in person or by proxy shall constitute a quorum. The continuing proxy shall provide on its face that it is valid on a continuous basis for an indefinite period of time until revoked in writing by the specific lot owner. All proxies shall be in writing and filed with the Secretary of the Association. Each proxy shall be revocable and shall automatically cease when the member giving such proxy shall cease to be an owner of a lot or at such earlier time as shall be specified in the proxy. A lot owner may provide a superceding proxy to be voted by his duly authorized attorney of fact for one specific meeting only.

Section 3. The Association shall have two classes of voting members, Class A Members and Class B Members, defined as follows:

CLASS A: Class A Members shall be all Owners, with the exception of the Declarant, Skyline/Apollo Joint Venture. Each Class A Member shall be entitled to one vote for each Lot owned. When there shall be more than one person or entity holding an interest in any Lot, all such persons or entities or both, shall be Members; provided however that the vote for such Lot shall be exercised as such persons or entities or both, shall determine, but in no event shall more than one vote be cast with respect to any one Lot.

CLASS B. Class B Member shall be Skyline/Apollo Joint Venture which shall be entitled to three votes for each Lot owned. The Class B membership shall terminate and be converted into Class A membership upon the occurrence of the first of the following dates:

ARTICLE IV,
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each improved Lot which has 100% of the exterior construction completed and owned within the Properties, hereby covenants, and each Owner of any other Lot, by acceptance of a deed therefore, or by entering into a contract for the purchase thereof, whether or not it shall be so expressed in such deed or in such contract, is, and shall be, deemed to covenant and agree to pay to the Association:

- (1) Special assessments for capital improvements, and
- (2) Monthly assessments for maintenance and other operational expenses as deemed necessary by the association, and

such assessments to be established and collected as hereinafter provided. The special assessments and monthly assessments together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment shall be made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person, persons, or entity who, or which, was the Owner of the property at the time when the assessment became due. The personal obligation for delinquent assessments shall pass to such Owner's successors in title.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the health, safety, recreation and welfare of the residents in the Properties and for exterior maintenance and other matters, as more fully set out in Article V herein.

Section 3. Monthly Assessments. As the need may arise in the future, the Board of Directors shall have the authority to levy and assess any monthly maintenance assessment and determine the provisions for the payment of any future monthly assessments.

Section 4. Special Assessment for Capital Improvements. In addition to the monthly assessments authorized in Section 3, the Association may levy special assessments for the purpose of meeting the requirement of Article V herein for exterior maintenance and, in addition, may levy any assessment year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the costs of any construction, reconstruction, repair or replacement of any capital improvements, including fixtures and personal property related thereto, and for the costs of exterior maintenance, as set forth in Article V herein, provided that any such assessment shall have the consent to two-thirds (2/3) of the votes of each class of Member who shall vote in person or by proxy, at a meeting duly called for such purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Section 1. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or under Section 4 shall be sent to all Members not less than 30 days nor more than 60 days in advance of such meeting. At the first such meeting called, the presence of Members, in person or by proxy, entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at such subsequent meeting shall be as provided herein.

Written notice of the monthly assessment shall be sent to every owner subject thereto. The dates payments are due shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate sign by an officer of the Association, setting forth whether or not the assessments on a specified improved lot has been paid. A properly executed certificate of the Association as to the status of assessments, on a particularly improved lot shall be binding upon the Association as of the date of its issue by the Association.

Section 7. Effect of Nonpayment of Assessment; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall be deemed delinquent and shall bear interest at the maximum legal rate allowable by law in the State of Nebraska, which at the time of the execution of these Declarations, is sixteen (16) percent per annum. Should any assessment remain unpaid more than sixty (60) days after the due date, the Association may declare the entire unpaid portion of said assessment for said year to be immediately due and payable and thereafter delinquent. The Association may bring an action at law against the Owner personally obligated to pay the same, or may foreclose the lien of such assessment against the property through proceedings in any Court having jurisdiction of actions for the enforcement of such liens. No Owner may waive or otherwise escape liability for the assessments provided herein by abandonment or title transfer of such Owner's Lot.

Section 8. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage, and the holder of any first mortgage on any Lot may rely on this provision without the necessity of the execution of any further subordination agreement by the Association. Sale or transfer of any Lot shall not affect the status or priority of the lien for assessments made as provided herein. The Association, if authorized by its Board of Directors, may release the lien of any delinquent assessments on any Lot as to which the first mortgage thereon is in default, if such Board of Directors determines that such lien has no value to the Association. No mortgagee shall be required to collect any assessments due. The Association shall have the sole responsibility to collect all assessments due.

ARTICLE V. EXTERIOR MAINTENANCE

The Association shall provide exterior maintenance upon each improved Lot which is subject to monthly and special assessments as set forth hereinafter.

Monthly assessments shall be assessed for the following:

(a) Maintain trees and shrubs, lawns, and other exterior living landscaping improvements, except such as may be within the confines of any fenced in area on any improved lot. The Association shall have no duty to repair, replace or maintain any exterior concrete surfaces.

(b) Operation and maintenance of an underground watering system.

(c) Snow removal as to be determined by the guidelines set forth by the Board of Directors.

(d) Optional exterior window cleaning as deemed necessary by the Board of Directors.

(b) Maintain, repair, including painting, of all exterior walls, with the exception that the Association shall not assume the duty to repair or replace any glass surfaces, including, but not limited to, window glass and door glass. The Association shall not assume the duty to repair or replace any doors, door openings, and cooling units for air conditions systems. However, the Association shall assume the duty to paid the exterior surfaces of exterior doors.

(c) Maintain, repair, and replace gutters.

Notwithstanding the foregoing, in the event the need for maintenance or repair of any of the foregoing on any improved Lot shall result from the willful or negligent acts of the Owner of any Lot, or of such Owner's family, guests, invitees, or tenants, the cost of such exterior maintenance shall be added to and become a part of the assessment to which such Lot is subject.

ARTICLE VI
ARCHITECTURAL CONTROL

No building, fence, wall, or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition or change or alteration therein be made, nor shall any exterior or plantings be planted or maintained upon the properties, until the plans and specifications therefore, showing the nature, kind, shape, height, materials, color 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, and in relation to other trees, shrubs and plantings, to the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by said Board of Directors. If said Board, or its designated architectural committee, as the case may be, shall fail to either approve or disapprove any such matter so submitted, as hereinabove provided, within thirty (30) days after such plans and specifications shall have been submitted, then the Owner submitting such plans and specifications shall be deemed to have received approval thereof, and such Owner may proceed in accordance with said plans and specifications.

ARTICLE VII.
PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as part of the original construction of any dwelling upon the Properties, and which is placed on the dividing line between any adjoining 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 liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repairs and maintenance of any party wall shall be shared by the Owners who make use of such party wall in proportion to the length of each lot and party wall.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owner or Owners shall thereafter make use of such party wall, such other Owner or Owners shall contribute to the cost of restoration thereof in proportion to such use, without prejudice, however, to the right of any such Owner or Owners to call for a larger

Section 4. Weather proofing. Notwithstanding any other provision of this Article, an Owner who, by his negligent or willful act, causes the party wall to be exposed to the elements, shall bear the whole cost of furnishing the necessary protection against such elements and repair of damage caused by the elements.

Section 5. Right to Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each Owner involved shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and all Owners shall be bound by any decision arrived at by a majority of all such arbitrators.

ARTICLE VIII. STAGED DEVELOPMENTS

Additional land that Skyline/Apollo Joint Venture may determine contiguous and appurtenant to Skyline Woods, Second Addition, Replat II, a Subdivision in Douglas County, Nebraska may be annexed and made subject to this Declaration of Covenants, Conditions and Restrictions, by the Declarant, without the consent of the members, within seven (7) years of the date of this instrument, provided that the FHA and the VA determine that such annexation is in accord with the general plan of development of the area.

ARTICLE IX. GENERAL RESTRICTIONS AND OTHER PROVISIONS

Section 1. Restrictions. Every Owner shall have full rights of ownership and full use and enjoyment of his Lot, subject to the following restrictions:

(a) No fences or enclosures of any type or nature whatsoever shall ever be constructed, erected, placed or maintained on any Lot within the Properties, unless such fences or enclosures shall have first been authorized in writing by the Association. No clothes line or clothes hanger shall be constructed on any Lot or used on any Lot outside of a building located thereon, except in patio areas. No exterior television or radio antenna shall be erected on any Lot within the Properties; provided however, that with the written approval of the Association, one or more master television antenna towers may be erected for the benefit and use of all or part of the Owners of the Properties.

(b) No animals, livestock or poultry of any kind shall be raised or kept on any Lot in the Properties, other than household pets, which shall be limited to one (1) per household. All pets shall be leashed when outside of the residential structure and patio area. No such pet shall be kept, bred or maintained for commercial purposes. No animals, livestock or poultry of any kind shall be raised or kept on any lot in the properties, other than household pets, which shall be limited to one (1) per household and which a household pet shall not exceed twenty pounds (20) in weight. All pets shall be leashed when outside the residential structure and patio area. No pets however, shall be kept, bred, or maintained for commercial purposes. All unpleasantness created by the household pet shall be the responsibility of the owner.

(c) No noxious, offensive, or illegal activity shall be carried on upon the Properties, nor shall any trash, ashes or other refuse be thrown, placed, or dumped upon any Lot, nor shall anything ever be done which may be

(d) No advertising signs or billboards shall be permitted on any Lot with the exception of "for sale" or "for rent" signs, which shall not exceed four square feet in size. Nothing herein contained shall prevent the use of any Lot by Skyline Woods Country Villas Homeowners Association as a sales and rental office, or as a model home or both, and while any Lot is so used, it shall have the right, for itself, or its nominee, to place signs on the premises advertising such office or model home, or both.

(e) No trailer, tent, shack, barn or other outbuilding shall at any time be used for human habitation, either temporarily or permanently. This shall not prevent the location of a temporary real estate and/or construction office on any Lot in the Properties for use during the period of construction and sale of the Properties.

(f) The use of private barbecue grills and the outside use or storage of barbecue grills on any Lot may be subject to written regulation, restriction or exclusion by the Association.

(g) No awnings or sun screens of any type shall be affixed to any building or structure on any Lot without the written consent of the Association.

ARTICLE X. INSURANCE

Section 1. The Association shall purchase and provide physical property coverage insurance with respect to the improvements (residential structures and related structures) in an amount equal to at least ninety percent (90%) of the full replacement value of said improvements against losses by fire, lightning, wind storm and other perils covered by standard extended coverage endorsements.

The Association shall also purchase and provide comprehensive general liability coverage insurance, against any other hazards and in such amounts as shall be determined from time to time by the Board of Directors of the Association. The Association, in addition to the foregoing, shall provide Directors and Officers liability coverage insurance for the Association, for its Officers, and members of the Board of Directors. Finally, if the Association has any employees of any nature, the Association shall purchase and provide Worker's Compensation Insurance for all employees who may come within the scope of Nebraska Worker's Compensation laws.

The above insurance shall not cover the personal property of any Owner of any lot, it being the Owner's responsibility to provide such insurance coverage for the Owner's protection. In addition the Association may purchase such additional insurance against any additional hazards which may be deemed appropriate by the Board of Directors.

Section 2. The Association is hereby irrevocably appointed as agent for each Owner of each and every Lot in the Properties and for the holder of any Mortgage on any Lot in the Properties, to adjust any and all claims arising under insurance policies purchased by the Association on the improvements on the Properties, and to execute and deliver releases upon payment of claims without joinder by any such Owner or mortgagee. All insurance proceeds shall be applied by the Association toward repairing the damage covered by such insurance, provided that reconstruction or repair shall not be compulsory where the damage exceeds two-thirds (2/3) of the value of all the buildings and improvements on all of the Lots covered by such

satisfaction of any recorded first mortgage against such Lots, next applied towards satisfaction of junior recorded liens in order of their priority, next toward the cost of razing the improvements or any remnants thereof from said properties, and the filling and leveling of any of said Lots, as needed, and the remainder shall then be paid to such Owner of such razed properties on a prorata basis.

In case the insurance proceeds do not equal the cost of repairs or rebuilding, the excess cost shall be considered a maintenance expense to be assessed and collected by the Association from the Owner of the damaged improvements. In any cases of over insurance, any excess proceeds of insurance received shall be credited towards the working fund of the Association.

Section 3. Each Lot Owner shall obtain such additional insurance for the individual Owner's benefit and at such Owner's own expense as may be deemed necessary by the Lot Owner. Each Lot Owner shall obtain additional insurance to cover specific improvements and betterments in the Owner's unit, personal liability, specific personal property items, the ten percent (10%) co-insurance provision of the full replacement cost of the improvements, and any exclusions of insurance coverage from the master policy provided by the Association.

ARTICLE XI. ACCESS

The Association, its officers, employees and agents, and contractors and repairmen designated by the Association, shall have the right to go on any Lot for the purpose of performing maintenance and repair, making inspections and performing the duties of the Association hereunder, and the Association is hereby granted a specific easement for such purposes.

ARTICLE XII. UTILITY METERS AND SERVICE LINES

In order to facilitate the installation and operation, maintenance and repair of an underground watering system, such Lots as shall be designated from time to time by the Association, shall have a dual metering system for water, so as to permit the drawing of water for watering of the lawns, shrubs, trees and other vegetation located upon the Lots. It is understood that the amount of water metered for such purposes shall be paid for by the Association. The water metered for the residential use on any such Lot shall be paid for by the Owner of such Lot.

ARTICLE XIII. GENERAL PROVISIONS

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

Section 2. Severability. Invalidation of any one or more of these covenants or restrictions, by judgment or court Order, shall in no way affect any other provisions, which other provisions shall remain in full force and effect.

(75X) of the Lots then covered by these Declarations. Any such amendment shall be valid only upon its being recorded in the same manner as Deeds shall be recorded at such time.

Section 4. Term. These covenants and restrictions contained in this Declaration shall run with the land, and shall be binding for an initial term of twenty (20) years from the date these Declarations are recorded, after which time they shall be automatically extended for successive periods of ten (10) years each.

Section 5. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration (FHA) or the Veterans Administration (VA):

- (a) Annexation of additional lands to the properties covered by this Declaration;
- (b) Amendment of this Declaration of Covenants, Conditions and Restrictions;

IN WITNESS WHEREOF, the undersigned, being the Declarants herein, have executed these Declarations of Covenants, Conditions and Restrictions this 12th day of November, 1987.

SKYLINE/APOLLO Joint Venture,

SKYLINE WOODS COUNTRY CLUB, Ltd.
A Limited Partnership,
Co-Venturer

APOLLO BUILDING CORP.
A Nebraska Corporation,
Co-Venturer

By: [Signature]
SEB A. CIRCO, General Partner

By: [Signature]
DENNIS P. CIRCO, General Partner

By: [Signature]
Its President

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

Before me the undersigned, a notary public, personally came, SEB A. CIRCO, and DENNIS P. CIRCO, to me personally known to be the General Partners of Skyline Woods County Club, Ltd., formerly known as Skyline Golf Club, Ltd., to me known to be the identical persons who subscribed their names and the name of said partnership to the foregoing instrument and acknowledged the execution thereof to be their voluntary act and deed and that the execution of this document was duly authorized by the Limited Partnership.

WITNESS my hand and notarial seal the day and year least above written.



STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

Before me the undersigned, a notary public, personally came, [Name], to me known to be the President of Apollo Building

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GEORGE J. BUGLEWICZ
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

FIRST AMENDMENT TO DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS

This Amendment to the Declaration of Covenants, Conditions and Restrictions is made on the date shown on the close of this instrument by the parties hereto who are described as "Declarants",

W I T N E S S E T H

WHEREAS, Declarants are the owners of certain property in Douglas County, Nebraska, more particularly described as follows:

Lots 1 through 14, inclusive, Skyline Woods, Second Addition, Replat II, as surveyed, platted and recorded in Douglas County, Nebraska and

WHEREAS, the Declaration of Covenants, Conditions and Restrictions dated November 12, 1987, were recorded with the Register of Deeds of Douglas County, Nebraska, on November 13, 1987 at Miscellaneous Book 832, Page 17 ("Declaration"),

WHEREAS, ninety percent (90%) or more of the owners of the lots covered by the Declaration desire to amend the Declaration as set forth herein and have signed this Amendment,

NOW, THEREFORE, Declarants hereby declare that the Declaration is hereby amended as follows:

1. Article V, Exterior Maintenance shall be amended to state as follows:

The Association shall provide exterior maintenance upon each improved Lot which is subject to monthly and special assessments as set forth hereinafter.

Monthly assessments shall be assessed for the following:

(a) Maintain grass lawns except as may be within the confines of any fenced area on any improved lot. The Association shall have no duty to maintain trees, shrubs, or other plantings, other than grass lawn. Each Owner will be responsible for the cost of maintaining trees, shrubs, and other plantings located on his or her Lot, including, but not limited to, the cost of pruning,

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the Owner fails to arrange for such maintenance within thirty (30) days, the Board of Directors or the Maintenance Committee will have such maintenance performed and the cost of such maintenance will be added to and become part of the assessment to which such Lot is subject. The Association shall have no duty to repair, replace or maintain any exterior concrete surfaces.

(b) Operation and maintenance of an underground watering system.

(c) Snow removal as to be determined by the guidelines set forth by the Board of Directors.

(d) Optional exterior window cleaning as deemed necessary by the Board of Directors.

Special assessments may be assessed for, but not limited to, the following:

(a) Maintain, repair, and replace roofs.

(b) Maintain, repair, including painting, of all exterior walls, with the exception that the Association shall not assume the duty to repair or replace any glass surfaces, including, but not limited to, window glass and door glass. The Association shall not assume the duty to repair or replace any doors, door openers, and cooling units for air conditions systems. However, the Association shall assume the duty to paint the exterior surfaces of exterior doors.

(c) Maintain, repair, and replace gutters.

Notwithstanding the foregoing, in the event the need for maintenance or repair of any of the foregoing on any improved Lot shall result from the willful or negligent acts of the Owner of any Lot, or of such Owner's family, guests, invitees, or tenants, the cost of such exterior maintenance shall be added to and become a part of the assessment to which such Lot is subject.

2. Article VI, Architectural Control shall be amended to state as follows:

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition or change or alteration therein be made, nor shall any trees, shrubs, or plantings other than a grass lawn be planted or maintained upon the properties, until the plans and specifications therefore, showing the nature, kind,

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shape, height, materials, color 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, and in relation to other trees, shrubs and plantings, by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by said Board of Directors. If said Board, or its designated architectural committee, as the case may be, shall fail to either approve or disapprove any such matter so submitted, as hereinabove provided, within thirty (30) days after such plans and specifications shall have been submitted, then the Owner submitting such plans and specifications shall be deemed to have received approval thereof, and such Owner may proceed in accordance with said plans and specifications.

3. The Article XIII, General Provisions, Section 3, Amendment, shall be amended to state as follows:

These Declarations may be amended at any time by an instrument signed by the owners of not less than seventy percent (70%) of the Lots then covered by these Declarations.

4. All Articles of the Declaration not herein amended remain in full force and effect.

IN WITNESS WHEREOF, the undersigned, being the Declarants herein, have executed this First Amendment to Declaration of Covenants, Conditions and Restrictions this 9th day of OCTOBER, 1990.

Judith H. Atkins
Judith H. Atkins

John B. Atkins
John B. Atkins

STATE OF NEBRASKA)
COUNTY OF Douglas) ss.

The foregoing instrument was acknowledged before me this 8th day of October, 1990 by John B. Atkins and Judith H. Atkins.



Nancy A. Kloemer
Notary Public

Nancy D. Basile
Nancy D. Basile

STATE OF NEBRASKA
COUNTY OF Douglas

The foregoing day of October Basile.



Nancy E. Lundstrom
Nancy E. Lundstrom

STATE OF NEBRASKA
COUNTY OF Douglas

The foregoing day of October E. Lundstrom.



STATE OF NEBRASKA
COUNTY OF Douglas

The foregoing day of October



Nancy D. Basile
Nancy D. Basile

William K. Basile
William K. Basile

STATE OF NEBRASKA)
COUNTY OF Douglas) SS.

The foregoing instrument was acknowledged before me this 8th day of October, 1990 by William K. Basile and Nancy D. Basile.



Nancy A. Kloewer
Notary Public

Nancy E. Lundstrom
Nancy E. Lundstrom

William G. Lundstrom
William G. Lundstrom

STATE OF NEBRASKA)
COUNTY OF Douglas) SS.

The foregoing instrument was acknowledged before me this 8th day of October, 1990 by William G. Lundstrom and Nancy E. Lundstrom.



Nancy A. Kloewer
Notary Public

Patricia A. Maddox
Patricia A. Maddox

STATE OF NEBRASKA)
COUNTY OF Douglas) SS.

The foregoing instrument was acknowledged before me this 8th day of October, 1990 by Patricia A. Maddox.



Nancy A. Kloewer
Notary Public

Dottie M. Olt
Dottie M. Olt

Charles D. Olt
Charles D. Olt

Georgene M. Jadd
Georgene M. Jadd

STATE OF NEBRASKA)
COUNTY OF Douglas) ss.

STATE OF NEBRASKA)
COUNTY OF Dougl)

The foregoing instrument was acknowledged before me this 8th day of October, 1990 by Charles D. Olt and Dottie M. Olt.

The foregoi day of Oct Georgene M. Jaco



Nancy A. Kloewer
Notary Public



Lucille A. Siert
Lucille A. Siert

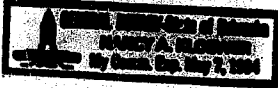
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Ray H. Siert

STATE OF NEBRASKA)
COUNTY OF Dougl)

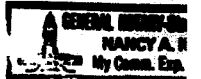
The foregoi day of Octo

STATE OF NEBRASKA)
COUNTY OF Douglas) ss.

The foregoing instrument was acknowledged before me this 8th day of October, 1990 by Ray H. Siert and Lucille A. Siert.



Nancy A. Kloewer
Notary Public



Eileen B. Zebold
Eileen B. Zebold

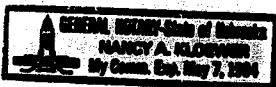
George A. Zebold
George A. Zebold

STATE OF NEBRASKA)
COUNTY OF DOUGL)

The foregoi day of Oct Chairman of the Board on behalf of the

STATE OF NEBRASKA)
COUNTY OF Douglas) ss.

The foregoing instrument was acknowledged before me this 8th day of October, 1990 by George A. Zebold and Eileen B. Zebold.



Nancy A. Kloewer
Notary Public



Georgene M. Jacobsen
Georgene M. Jacobsen

Daniel R. Jacobsen
Daniel R. Jacobsen

STATE OF NEBRASKA)
COUNTY OF Douglas) ss.

The foregoing instrument was acknowledged before me this 8th day of October, 1990 by Daniel R. Jacobsen and Georgene M. Jacobsen.

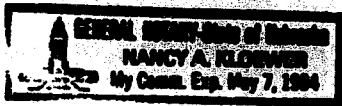


Nancy A. Kloewer
Notary Public

James Leonard
James Leonard

STATE OF NEBRASKA)
COUNTY OF Douglas) ss.

The foregoing instrument was acknowledged before me this 8th day of October, 1990 by James Leonard.



Nancy A. Kloewer
Notary Public

PRECISION BEARING CO.

By: S. A. Circo
Its Chairman of the Board

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) ss.

The foregoing instrument was acknowledged before me this 23rd day of October, 1990 by S. A. CIRCO, Chairman of the Board of Precision Bearing Co., a Nebraska corporation, on behalf of the corporation.



Donna L. Christian
Notary Public

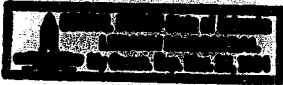
BOOK 942 PAGE 340

NORWEST BANK, NEBRASKA N.A.,
TRUSTEE UNDER THE ALMA T. BAUM
REVOCABLE TRUST AGREEMENT DATED
JUNE 11, 1987

By: Richard H. Siplig
Its VICE PRESIDENT

STATE OF NEBRASKA)
) SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this 20
day of September, 1990 by Richard H. Siplig
Vice President of Norwest Bank, Nebraska N.A., Trustee.



Richard H. Siplig
Notary Public

37E
Drive, Suite
successor TRU
AND ELIZABETH
MORTGAGE MAST
NATIONAL ASSO
day of Febru
Deeds of Doug
legally descri
Lot 25,
Omaha,
County,



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STATE OF Ten.
COUNTY OF Sh
The fore
day of Octo

BRUCE H
receipt of a
Trustee.

19934 Mary
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OCT 24 4 00 PM '90
GEORGE J. BUSLEWICZ
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

Eric W. Kruger
RICKERSON & KRUGER
17422 Miracle Hills Drive, #401
Omaha, NE 68154



1186 105 MISC

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GEORGE J. BOGLEWICZ
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

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14441
FEE 1400 R 91-355
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THE SPACE ABOVE FOR RECORDING PURPOSES ONLY

SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This Amendment to the Declaration of Covenants, Conditions and Restrictions is made on the dates shown on the signature pages of this instrument by the parties hereto who are designated as the "Declarants".

WITNESSETH

WHEREAS, Declarants are the owners of certain property in Douglas county, Nebraska, more particularly described as follows:

Lots 1 through 14, inclusive, Skyline Wood, Second Addition, Replat II, as surveyed, platted and recorded in Douglas County, Nebraska;

WHEREAS, the Declarants of Covenants, Conditions and Restrictions dated November 12, 1987, were recorded with the Register of Deeds of Douglas County, Nebraska, on November 13, 1987 at Miscellaneous Book 832, Page 17 ("Declaration");

WHEREAS, the First Amendment to Declaration of Covenants, Conditions and Restrictions dated, was recorded with the Register of Deeds of Douglas County, Nebraska, on October 24, 1990 at Miscellaneous Book 942, Page 334 ("First Amendment to Declaration");

WHEREAS, seventy percent (70%) or more of the owners of lots covered by the Declaration desire to amend the Declaration as set forth herein and have signed this agreement;

NOW THEREFORE, the Declarants hereby declare that the Declaration and First Amendment to Declaration are hereby amended as follows:

1. Article X, Insurance is hereby deleted in its entirety and held for naught and in substitution thereof, shall read as follows:

The Association shall, purchase and provide casualty and extended coverage on the three separate irrigation systems and shall

purchase and provide comprehensive general liability coverage insurance, against all hazards and in such amounts as shall be determined from time to time by the Board of Directors of the Association. The Association, in addition to the foregoing, shall provide Directors and Officers liability coverage insurance for the Association, for its Officers, and members of the Board of Directors. Finally, if the Association has any employees of any nature, the Association shall purchase and provide Worker's Compensation Insurance for all employees who may come within the scope of Nebraska Worker's Compensation laws.

The above insurance shall not cover the real or personal property of any Owner of any lot, it being the Owner's responsibility to provide such insurance coverage for the Owner's Protection. In addition, the Association may purchase such additional insurance against any addition hazards which may be deemed appropriate by the Board of Directors.

2. Article V, Exterior Maintenance of the November 13, 1987 Declaration and Article I of the First Amendment to Declaration of Covenants, Conditions and Restrictions is hereby deleted in its entirety and held for naught and in substitution thereof, shall read as follows:

The Association shall only provide trash removal, snow removal, lawn care maintenance and irrigation of the lawn upon each improved lot which shall be subject to monthly and special assessments.

Monthly assessments shall be assessed for the following:

(a) Maintain grass lawns except as may be within the confines of any fenced area on any improved lot. The Association shall have no duty to maintain trees, shrubs, or other plantings, other than grass lawn. Each owner will be responsible for the cost of maintaining trees, shrubs, and other plantings located on his or her lot, including, but not limited to, the cost of pruning, trimming, fertilizing and replacing the same.

(b) Operation and maintenance of an underground watering system.

(c) Snow removal as to be determined by the guidelines set forth by the Board of Directors.

OWNER OF LOT 3

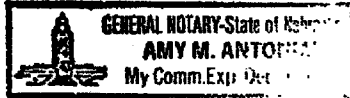
Adrian M. Foley, III

ADRIAN M. FOLEY, III

Notary Public

Lindy L. Foley
LINDY L. FOLEY

STATE OF NEBRASKA)
COUNTY OF DOUGLAS)



The foregoing instrument was acknowledged before me this 25th day of Nov., 1996 by ADRIAN M. FOLEY, III and LINDY L. FOLEY.

Amy Antoniak
Notary Public

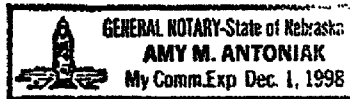
OWNER OF LOT 4

Ben V. Laughlin

BEN V. LAUGHLIN

Angela J. Laughlin
ANGELA J. LAUGHLIN

STATE OF NEBRASKA)
COUNTY OF DOUGLAS)



The foregoing instrument was acknowledged before me this 25th day of Nov., 1996 by BEN V. LAUGHLIN and ANGELA J. LAUGHLIN.

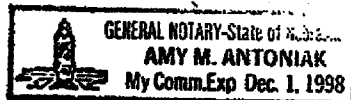
Amy Antoniak
Notary Public

OWNER OF LOT 5

Cletus J. Baum
CLETUS J. BAUM

Mary T. Baum
MARY T. BAUM

STATE OF NEBRASKA)
COUNTY OF DOUGLAS)



The foregoing instrument was acknowledged before me this 25th day of Nov., 1996 by CLETUS J. BAUM and MARY T. BAUM.

NOTARIAL SEAL AFFIXED
REGISTER OF DEEDS

NOTARIAL SEAL AFFIXED
REGISTER OF DEEDS

Amy Antoniak
Notary Public

OWNER OF LOT 6

Richard L. Bahl
RICHARD L. BAHL

Joan M. Bahl
JOAN M. BAHL

STATE OF NEBRASKA)
COUNTY OF DOUGLAS)



The foregoing instrument was acknowledged before me this 25th day of Nov., 1996 by RICHARD L. BAHL and JOAN M. BAHL.

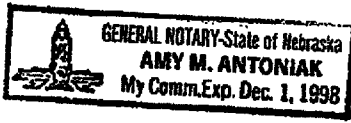
Amy Antoniak
Notary Public

OWNER OF LOT 7

Donald R. Sievers
DONALD R. SIEVERS

Sharon A. Sievers
SHARON A. SIEVERS

STATE OF NEBRASKA)
COUNTY OF DOUGLAS)



The foregoing instrument was acknowledged before me this 31st day of October, 1996 by DONALD R. SIEVERS and SHARON A. SIEVERS.



Kathleen A. Scott
Notary Public

OWNER OF LOT 8

PATRICIA MADDOX

STATE OF NEBRASKA)
COUNTY OF DOUGLAS)

NOTARIAL SEAL AFFIXED
REGISTER OF DEEDS

The foregoing instrument was acknowledged before me this _____ day of _____, 1996 by PATRICIA MADDOX.

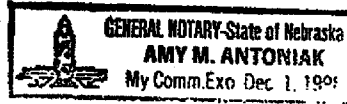
NOTARIAL SEAL AFFIXED
REGISTER OF DEEDS

OWNER OF LOT 9

Notary Public

Jacqueline M. Sojka
JACQUELINE M. SOJKA

STATE OF NEBRASKA)
COUNTY OF DOUGLAS)



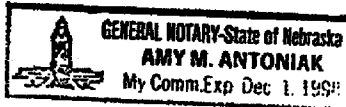
The foregoing instrument was acknowledged before me this 25th day of Nov., 1996 by JACQUELINE M. SOJKA.

Amy Antoniak
Notary Public

OWNER OF LOT 10

Gerald C. Korth
GERALD C. KORTH

STATE OF NEBRASKA)
COUNTY OF DOUGLAS)



The foregoing instrument was acknowledged before me this 25th day of Nov., 1996 by GERALD C. KORTH.

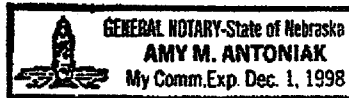
Amy M. Antoniak
Notary Public

OWNER OF LOT 11

William G. Lundstrom
WILLIAM G. LUNDSTROM

Nancy E. Lundstrom
NANCY E. LUNDSTROM

STATE OF NEBRASKA)
COUNTY OF DOUGLAS)



The foregoing instrument was acknowledged before me this 25th day of Nov., 1996 by WILLIAM G. LUNDSTROM and NANCY E. LUNDSTROM.

Amy Antoniak
Notary Public

NOTARIAL SEAL AFFIXED
REGISTER OF DEEDS

NOTARIAL SEAL AFFIXED
REGISTER OF DEEDS

Amy Astorick
Notary Public