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BOOK 899 PAGE 102

RESTATED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR THE WOODS ADDITION
LOTS 1 THROUGH 7, AND OUTLOT A INCLUSIVE

THIS RESTATED DECLARATION is made by the parties whose signatures appear at the close hereof, WITNESSETH:

WHEREAS, Woods Development Company, a Nebraska corporation, as Declarant, caused an instrument entitled "DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE WOODS ADDITION LOTS 1 THROUGH 7, AND OUTLOT A INCLUSIVE" to be recorded in Book 839, at Pages 13 through 21, of Miscellaneous Records in the office of the Register of Deeds of Douglas County, Nebraska, on or about February 8, 1988, which instrument was ratified by Dennis C. Henson as President of Homes by Henson by an instrument recorded in Miscellaneous Book 839 at Page 108, and was also ratified by Robert Sadler and Linda Sadler by an instrument recorded in Miscellaneous Book 839 at Page 109, said ratifications being recorded on February 9, 1988, and

WHEREAS, Woods Development Company, the aforesaid declarant, is no longer an owner of any of the properties hereinafter described, and

WHEREAS, the undersigned parties desire that said instrument be restated, effective from and after the date this instrument shall be filed in the office of the Register of Deeds of Douglas County, Nebraska,

NOW, THEREFORE, the undersigned parties hereby restate the aforesaid Declaration of Covenants, Conditions and Restrictions for the Woods Addition, Lots 1 through 7, and Outlot A Inclusive to read as follows:

The covenants, conditions and restrictions herein contained shall encumber that certain property which is more particularly described as:

Lots 1 through 7, and Outlot A, inclusive,
in The Woods, an addition to the City of
Omaha in Douglas County, Nebraska.

All of the properties described above 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 the real property and be binding on all parties having any right, title or interest in the described properties or any part

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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 Woods Homeowners Association, Inc., a Nebraska non-profit corporation.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot as defined herein which is a part of the properties, and to any contract purchaser of any such Lot, excluding those having an interest merely as security for the performance of an obligation.

Section 3. "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 4. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners. The Common Area owned by the Association, as of the date of filing this instrument in the office of the Register of Deeds of Douglas County, Nebraska is described as follows:

Outlot A in The Woods, an Addition
to the City of Omaha in Douglas
County, Nebraska

Section 5. "Lot" shall mean and refer to any plot of land shown upon a recorded subdivision map of the Properties with the exception of the Common Area, and upon which a dwelling unit or units have been built, or which is buildable.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (a) the right of the Association to establish rules and regulations and charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

- (b) The right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which any assessment against such Owner's Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;
- (c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Owners. No such dedication or transfer shall be effective until there has been recorded in the office of the Register of Deeds of Douglas County, Nebraska an instrument approving such dedication or transfer which has been signed by the Owners of not less than five sevenths (5/7) of the Lots; provided further that no such dedication or transfer shall be effective without the approval of such of the following named members of the Markel family as shall then reside at or own Apartment 14 or 15 in Brook Hollow Condominium Property Regime, to wit: John H. Markel, Jr., Monnie S. Markel and Timothy Markel.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws, such Owner's right of enjoyment to the Common Area and facilities to the members of such Owner's family, or tenants, or contract purchasers who reside on the property.

Section 3. Restrictions. All Lots shall be used only for uses permitted by the ordinances of the City of Omaha, including uses permitted under the zoning of such Lots as presently existing as of the date this instrument is filed in the office of the Register of Deeds of Douglas County, Nebraska. No outbuildings may be constructed on any Lot. Outdoor parking of boats, campers, and recreational vehicles, and erection of outdoor radio, TV or other antennae, including satellite dishes, shall be permitted only with authorization by owners of not less than 5/7th of the Lots.

Section 4. Easements and Licenses. The property shall be subject to existing easements for abutting roadways and rights-of-way.

Outlot A shall be subject to a perpetual, non-exclusive easement for ingress, egress and view for the benefit of the owners of Apartments 14 and 15 in Brook Hollow Condominium Property Regime, and their successors, heirs, assigns, tenants

and invitees. Such right of ingress and egress shall not be unreasonably interfered with. This easement shall run with and be binding upon the land. If at any time all or any portion of Outlot A shall be fenced on the side abutting Apartment 15 in Brook Hollow Condominium Property Regime, a gate shall be installed in such fence to provide access to Outlot A from said Apartment 15.

Lots 1, 2, 3 and 4 shall be burdened by an inundation easement for the purpose of maintaining the existing lakes, upon, over and across the North 25 feet of each of such Lots.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot as defined herein, which is subject to assessment, shall be a member of the Association. Membership shall be appurtenant to, and may not be separated from, ownership of each Lot which is subject to assessment.

Section 2. Each Lot shall have one vote. When more than one person holds an interest in any Lot, all such persons shall be members. If any Lot is owned by an entity other than an individual person or persons, such entity may designate a person to serve as its representative, as a member of the Association. All votes on behalf of each Lot shall be as determined by the Owner or Owners of each Lot, but in no event shall more than one vote be cast with respect to any Lot. Outlot A, and any other Lot designed as Common Area, shall have no vote.

ARTICLE IV

COVENANT FOR MAINTENANCE AND INSURANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Owners of each Lot, and their respective successors in interest, hereby covenant and agree, or shall be deemed to covenant and agree, to pay to the Association (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special 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 Lot against which such assessments shall

be made. Subsequent purchasers shall take title subject to such lien and shall be bound to inquire of the Association as to the amount of any unpaid regular and special assessments. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person or entity who or which was the Owner of such Lot at the time the assessment became due. The personal obligation for delinquent assessments shall not pass to the successors in interest of such Owners, unless expressly assumed by such successors in interest. Lots dedicated as Common Areas shall not be subject to assessment and shall have no vote.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to provide for the improvement and maintenance of the Common Area and for general liability insurance for the Common Area. The amount of insurance, if any, shall be set by the Association Board.

Section 3. Exterior Maintenance. The Association shall provide maintenance for the Common Area. Each Lot Owner shall provide, at such Owner's expense, exterior maintenance upon such Owner's Lot, including mowing, fertilizing, watering, planting of trees, shrubs and grass, and snow removal from walks and drives. Each Lot Owner shall be responsible for all maintenance and repair of the dwelling unit upon such Owner's Lot and shall not permit waste but instead shall, in a timely fashion, maintain the exterior appearance of the dwelling unit in a clean, uniform and orderly manner free of discolored or peeling paint or stain. Each Lot Owner shall be responsible for prompt repair of broken glass in any windows and/or doors in the structures on such Owner's Lot. Each Lot Owner, at such Owner's expense, shall maintain the existing contours of all banks, drainageways and shorelines abutting or upon such Owner's Lot, and shall not interfere with such contours or water level, except for the maintenance of the same.

The Owners of Lots 5, 6 and 7, shall, with respect to the following portions of their respective Lots, maintain the existing trees, shrubs and bushes located upon the properties hereinafter described, and replace and maintain the rock walls located upon their respective properties, all at their own expense, insofar as the said trees, shrubs, bushes and rock walls shall be located upon the following portions of said Lots: That portion of Lot 6 lying with twenty feet (20') of the common line between Lot 6 and Outlot A; that portion of Lots 5 and 7 lying within thirty feet (30') of the common line between such respective lots and Outlot A. No tree, shrub or bush located upon such portions of said Lots 5, 6 and 7, shall be removed by the owner of such Lots unless the same is replaced with a tree, shrub or bush of comparable quality, except in the case where such tree, shrub or bush shall have died from causes beyond the

control of such owners. No rock wall located upon such portions of Lots 5, 6 and 7 shall be removed unless the same shall be replaced with a rock wall of comparable quality. Provisions of this paragraph shall not apply with respect to trees, shrubs, bushes and rock walls located upon Outlot A.

In the event any Owner of any Lot shall fail, after thirty (30) days written demand from the Association Board, to fulfill such Owner's maintenance obligations as herein provided, the Association Board may, at its election, perform such maintenance, including, but not limited to, staining, repairing or replacing glass, maintaining or replacing trees, shrubs, bushes, rock walls, maintaining the existing contours and banks of the lakes or waterways, or otherwise, as may be necessary to cause such property to comply with the provisions of this section. The cost of any maintenance so ordered by the Association Board shall become a lien upon the Lot or Lots for which such costs were incurred, without further Board action and the Owner(s) of such Lot(s) shall be personally obligated to reimburse the Association for the actual costs incurred by the Association. The Association may at its option elect to provide garbage and trash pick-up service, or any other exterior service, repair or maintenance, and may include the cost thereof in the assessments, upon action by the owners of not less than 5/7ths of all of the Lots.

In the event that the need for maintenance or repair to the Common Area, or upon any such Lot, shall be caused through the willful or negligent act of an Owner, or of such Owner's family or guests or invitees, then the cost of such maintenance or repairs shall be added to and become a part of the assessment to which such Lot is subject, and such added assessments shall not be subject to the maximum assessment limitations herein contained.

Section 4. Payment of Assessments. The annual assessments shall be payable in 12 equal monthly installments, one month in advance on or before the first day of each month; provided, however, that by action of the Owners of not less than 5/7ths of all of the Lots, the Association may establish a different method of payment upon notice to the Owners. Special assessments shall be payable in the manner, amounts and times specified by the Owners of not less than 5/7ths of all of the Lots.

Section 5. Special Assessments for Capital Improvements. In addition to the annual assessments and the lien for exterior maintenance authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or

replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessments shall have the assent of the Owners of not less than 5/7ths of all of the Lots.

Section 6. Notice and Quorum. Written notice of any meeting called for the purpose of taking action authorized to be taken by the Owners, under Sections 4 and/or 5 of this Article, shall be delivered either personally or by mail to all members and/or Directors, as the case may require, not less than 10 nor more than 50 days in advance of such meeting. At any such meeting a quorum shall consist of the Owners of not less than 5/7ths of all of the lots. If the required quorum is not present, the meeting may be adjourned, from day to day, until the required quorum is present. By written proxy the Owner of any Lot may authorize the Owner of any other Lot to vote for such Owner at any such meeting, such written proxy to be delivered to the chairman of the meeting at the commencement of the meeting, and such proxy to be effective only for such meeting as shall be designated in such proxy. Such proxy shall be in form approved by the Owners of not less than 5/7ths of all of the Lots.

Section 7. Rate of Assessment. The total annual assessments shall be levied at an equal rate against each Lot.

Section 8. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the year to which applicable. As of the date of this instrument, all Lots have residential structures constructed thereon and are subject to annual assessments. The Board of Directors, by a vote of not less than 5/7ths of its members, shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment, provided, however, that with the written consent of the Owners of not less than 5/7ths of all of the Lots, such fixing of the amount may be at a different time. Written notice of the annual assessments shall be sent to every Lot Owner. The dates for payment of such annual assessment shall be established by the Owners of not less than 5/7ths of all of the Lots. 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 and, if not, the amount of any unpaid assessments as to such Lot.

Section 9. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of sixteen percent (16%) per annum or the highest lawful rate, whichever is lower. The Association may bring an action at law against the Owner personally obligated to

pay the same, or may foreclose the lien against the property in proceedings in the nature of a Mechanics Lien foreclosure. No Owner 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 10. Subordination of the Lien to Mortgages and/or Deeds of Trust. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage, or first deed of trust, on any Lot. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to a mortgage foreclosure or sale by the trustee under a deed of trust, or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from the liability of any assessments thereafter becoming due or from the lien thereof.

ARTICLE V

ARCHITECTURAL CONTROL

No building, fence, wall or other structure, or hedge, shall be commenced, erected, planted or maintained upon the properties, nor shall any exterior painting, resurfacing, addition to or change or alteration therein be made as to any structure upon the properties until the plans and specifications showing the size, nature, kind, shape, heights, materials and location of the same shall have been submitted to and approved in writing as to harmony of exterior design, color and location in relation to surrounding structures and topography by the Owners of not less than 5/7ths of all of the Lots. In the event such portion of the Owners shall fail to either approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to such Owners, approval shall not be required and this Article shall be deemed to have been fully complied with. The finished above grade floor area of each family dwelling unit on any Lot in the properties shall contain the following minimum living areas: 1,600 square feet for a free standing ranch style structure; 1,600 square feet for any free standing structure containing 1½ stories; and 1,800 square feet for any free standing full two story structure.

No structure shall be built upon any part of the common area without the affirmative vote of the Owners of not less than 5/7ths of all of the Lots.

ARTICLE VI

GENERAL PROVISIONS

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

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

Section 3. Amendment. The covenants, conditions and restrictions contained in this instrument shall run with the land, and shall bind the properties, and each Lot therein, for a term of twenty (20) years from the date this instrument is recorded, after which time they shall be automatically extended for successive periods of ten years. This instrument may be amended at any time by an instrument signed by the Owners of not less than 5/7ths of all of the Lots, provided, however, that no amendment shall be effective without the approval of such of the following named members of the Markel family as shall then reside at or own Apartment 14 or 15 in Brook Hollow Condominium Property Regime, to wit, John H. Markel, Jr., Monnie S. Markel and Timothy Markel. Any such amendment must be filed of record in the office of the Register of Deeds of Douglas County, Nebraska in order to be effective.

Section 4. Special Rights of Mortgagees. Any notice required to be given to an Owner must be likewise given to all holders of recorded mortgages and/or deeds of trust covering any of said Lots 1 through 7 in The Woods, before such notice shall be binding upon such holders.

Section 5. Prior Declarations Superceded. The "Declaration of Covenants, Conditions and Restrictions for The Woods Addition, Lots 1 through 7, and Outlot A Inclusive" recorded in Book 839 at pages 13 through 21, of Miscellaneous Records in the office of the Register of Deeds of Douglas County, Nebraska, on or about February 8, 1988, is superceded by this Restated Declaration.

ARTICLE VII

Section 1. 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 successor in title.

Section 2. Arbitration. In the event of any dispute arising between the Owners of the Lots, under the provisions of these covenants, such dispute may be settled by arbitration, with each party choosing one arbitrator, and with the two arbitrators so chosen selecting one additional arbitrator, with the decision to be made by a majority of all three of such arbitrators.

EXECUTED this 28 day of Aug, 1989.

PROPERTY OWNED IN THE WOODS
SUBDIVISION

OWNERS SIGNATURES

Lot 1

Homes by Henson, Inc., a Corporation

By

[Signature]
President

Lot 2

[Signature]
J. Clark

[Signature]
Norma Joyce Clark
NORMA JOYCE Clark

Lot 3

[Signature]
Bernard H. Raskin

[Signature]
Ruth E. Raskin

Lot 4

[Signature]
Linda L. Sadler

[Signature]
Robert Sadler

Lot 5

[Signature]
David W. Kuo

[Signature]
Sue Y. Kuo

Lot 6

[Signature]
David M. Klee

[Signature]
Ephraim L. Marks

Lot 7

Albert C. Wagner
Albert C. Wagner

Allene E. Wagner
Allene E. Wagner

Outlot A

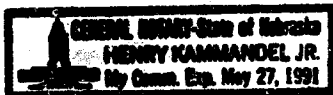
The Woods Homeowners Association, Inc. a corporation

By: Bernard Raskin
President

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

Before me the undersigned, a notary public, personally came Dennis C. Henson, to me personally known to be the President of Homes by Henson, Inc., a Nebraska corporation, and he acknowledged the execution of the above document to be his voluntary act and deed as such officer and that the execution of this document was duly authorized by the Board of Directors of said corporation.

WITNESS my hand and notarial seal on 28th
Aug 1989, 1989.

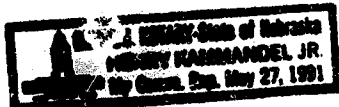


Henry Kammandel Jr.
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

Before me the undersigned, a notary public, personally came J. Clark (~~single~~) and Wanda ~~Wanda~~ Wanda Clark, husband and wife, to me personally known to be the person or persons who executed the above document, and acknowledged the execution thereof to be their voluntary act and deed.

WITNESS my hand and notarial seal on 28th
Aug 1989, 1989.

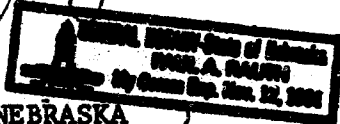


Henry Kammandel Jr.
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

Before me the undersigned, a notary public, personally came Bernard H. Raskin and Ruth E. Raskin, husband and wife, to me personally known to be the persons who executed the above document, and acknowledged the execution thereof to be their voluntary act and deed.

WITNESS my hand and notarial seal on July 1, 1989.



Paul A. Rault
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

Before me the undersigned, a notary public, personally came Linda L. Sadler and Robert Sadler, wife and husband, to me personally known to be the persons who executed the above document, and acknowledged the execution thereof to be their voluntary act and deed.

WITNESS my hand and notarial seal on 7-25, 1989.

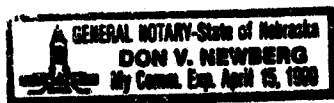


Louis J. Tomcany
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

Before me the undersigned, a notary public, personally came David W. Kuo and Sucky Y. Kuo, husband and wife, to me personally known to be the persons who executed the above document, and acknowledged the execution thereof to be their voluntary act and deed.

WITNESS my hand and notarial seal July 28, 1989.

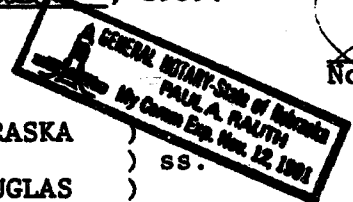


Don V. Newberg
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

Before me the undersigned, a notary public, personally came David M. Rice, single, to me personally known to be the person who executed the above document, and acknowledged the execution thereof to be his voluntary act and deed.

WITNESS my hand and notarial seal on the 19th day of September, 1989.

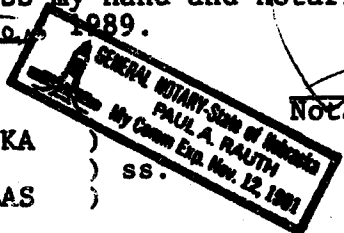


Paul A. Raluth
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

Before me the undersigned, a notary public, personally came Ephraim L. Marks, single, to me personally known to be the person who executed the above document, and acknowledged the execution thereof to be his voluntary act and deed.

WITNESS my hand and notarial seal on the 9th day of September, 1989.

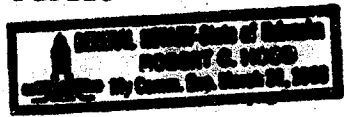


Paul A. Raluth
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

Before me the undersigned, a notary public, personally came Albert C. Wagner and Allene E. Wagner, husband and wife, to me personally known to be the persons who executed the above document, and acknowledged the execution thereof to be their voluntary act and deed.

WITNESS my hand and notarial seal on 28 August, 1989.



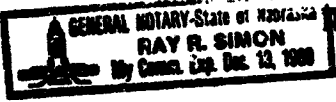
Robert C. Hood
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

Before me the undersigned, a notary public, personally came Edward Resner to me personally known to be the

President of The Woods Homeowners Association, Inc., a Nebraska corporation, and he acknowledged the execution of the above document to be his voluntary act and deed as such officer and that the execution of this document was duly authorized by the Board of Directors of said corporation.

WITNESS my hand and notarial seal on August, 1989. the 14th day of



Notary Public