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DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by WOODSTONE DEVELOPMENT JOINT VENTURE, hereinafter referred to as "Declarant".

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain property in Omaha, County of Douglas, State of Nebraska, which is more particularly described as follows:

Lots 1, 2, 3, 4, 5, 6, 9, 10, 30, 31, 32, and 37, in Woodstone Replat, a Subdivision in Douglas County, Nebraska, as surveyed, platted and recorded.

NOW, THEREFORE, Declarant hereby declares that 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 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 Woodstone Property Owners Association, Inc., its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple

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Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such addition thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all property (including the improvement thereto) owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows:

Lots 30, 31, 32 and 37, Woodstone Replat, a Subdivision in Douglas County, Nebraska, as surveyed, platted and recorded,

subject to a perpetual vehicular and pedestrian easement hereby reserved by Declarant over the said Lot 37, Woodstone Replat; and the Declarant hereby reserves the right to hereafter grant one or several easements over said Lot 37 easement area in favor of any future owners, occupants and users of the road on said Lot 37.

Section 5. "Lot" shall mean and refer to any parcel of land, whether all or a portion of any platted lot, shown upon any recorded subdivision map or plat of the properties, upon which a living unit is, or is proposed to be, built, with the exception of the Common Area.

Section 6. "Improved Lot" shall mean and refer to any lot on the properties exclusive of the Common Area upon which shall be erected a dwelling, the construction of which shall be at least 80% complete, according to the plans and specifications for construction of said dwelling. All other lots, exclusive of the Common Area, which shall be vacant or upon which shall be erected a dwelling, the construction of which shall be less than 80% complete, according to the plans and

Development Joint Venture, its successors and assigns, its successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owners' Easement 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 to the Association to charge reasonable admission and other fees for 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 his 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 members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer, signed by two-thirds (2/3) of each class of members has been recorded.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

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assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of 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 Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. 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 determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. 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

(b) on January 1, 1986.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and

costs and reasonable attorney's fees, shall be a charge against the property and shall be a continuing lien upon the property against which such assessment is made. Each such assessment, together with its costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of the property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

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

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be Five Hundred Sixty-five (\$565.00) Dollars per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the annual assessment may be increased by not more than the greater of either 1) Five (5%) percent, or 2) the percentage rise in the Consumer Price Index (published by the Department of Labor, Washington, D.C.) for the preceding October over the prior year's October, without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the annual assessment may be increased above said percentage (Paragraph (a) above) by a vote of two-thirds (2/3) of each group of members who

Section 4. Special Assessments for Capital Improvements.

In addition to the annual assessments 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, and for the cost of exterior maintenance, as set out in Article V herein, provided that any such assessment shall have the assent of a two-thirds (2/3) majority of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Section 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty (60%) percent 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 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 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments, with respect to all improved Lots shall be uniform in amount. In recognition of the fact that

assessment for each unimproved lot will be equal to the amount of 25% of the regular assessment due for each improved lot. Said assessment may be collected on a monthly basis.

Section 7. 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 month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. 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. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance.

Section 8. 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, shall bear interest at the rate of six (6%) percent per annum, and shall cause the entire unpaid portion of said assessment for said year to be deemed delinquent. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property through proceedings in any court in Douglas County, Nebraska, having jurisdiction of

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to the payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V

EXTERIOR MAINTENANCE

In addition to maintenance upon the Common Area, the Association shall provide exterior maintenance upon each Lot which is subject to assessment hereunder, as follows: paint, repair, replacement and care of roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks, and other exterior improvements. Such exterior maintenance shall not include glass surfaces.

In the event that the need for maintenance or repair of a lot or the improvements thereon is caused through the willful or negligent acts of its owner, or through the willful or negligent acts of the family, guests or invitees of the owner of the Lot needing such maintenance or repair, the cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject.

ARTICLE VI

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 committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE VII

PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a 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 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 repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty,

... however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. 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.

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 party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

ARTICLE VIII

STAGED DEVELOPMENTS

Additional land within Woodstone Replat, a Subdivision in Douglas County, Nebraska, may be annexed 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 the annexation is in accord with the general plan heretofore approved by them.

ARTICLE IX

GENERAL RESTRICTIONS

Section 1. Awnings. No awnings or sun screens of any

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Section 2. Buildings or Uses Other Than for Residential

Purposes. No building or structure of any sort may ever be placed, erected or used for business, professional, trade or commercial purposes on any of the property within the Properties. Provided, however, the prohibition shall not apply:

(a) to any building or structure that is to be used exclusively by a public utility company in connection with the furnishing of public utility services to the properties, or

(b) to any portion of a building used by Declarant, its licensees or assigns, for a manager's office or a sales office, or by the Association, for its offices, or

if written permission for such placement, erection or use under

(a) above is first obtained from the Committee. Permission of the Committee is not required for exception of (b) above.

Section 3. Fences, etc. No fences or enclosures of any

type or nature whatsoever shall ever be constructed, erected, placed or maintained on or about any building site within the properties, except such fences or enclosures as may be authorized by the Committee. No truck, trailer, boat, motor home, camper equipment or machinery or cars not in daily use shall ever be parked, located or otherwise maintained on any building site, parking area, street or common area in the properties. Automobiles shall be parked only in designated parking areas as published by the Committee in its Rules and Regulations: No external television or radio antenna shall hereafter be erected on or about any of the building sites or property within the properties; provided, that, with the written approval of the Committee, one or more master television antenna towers may be erected for the

Section 4. Livestock and Poultry Prohibited. No animals, livestock or poultry of any kind shall be raised or kept on any building site in the properties other than household pets, which shall be limited to two (2) per household. All pets shall be leashed when outside of the home and patio area. No such pet will be kept, bred or maintained for commercial purposes.

Section 5. Noxious Activity. No noxious or offensive activity shall be carried on the properties, nor shall any trash, ashes or other refuse be thrown, placed, dumped upon any facant building site, nor shall anything ever be done which may be or become an annoyance or nuisance to the neighborhood.

Section 6. Bill Boards Prohibited. The construction, placing or maintenance billboards, advertising boards or structures or "for sale" or "for rent" signs on a building site in the properties is expressly prohibited except that "for sale" or "for rent" signs may be erected.

Section 7. Outbuildings Prohibited. No outbuildings or other attached structures appurtenant to a residence may be erected on any of the building sites hereby restricted without the consent in writing of the Committee.

Section 8. Temporary Structure. No trailer, basement, tent, shack, garage, barn or other outbuilding shall at any time for human habitation, temporary or permanently, nor shall any structure of a temporary character be used for human habitation. Provided, however, nothing contained shall restrict Declarant or its assigns from locating, constructing or moving a temporary real estate and/or construction office on any building site in the properties to be used during the period of the construction

for so long as they deem necessary for the purposes of selling, renting or leasing the properties.

Section 9. All garage doors must remain closed at all times except when cars are entering or exiting from the garage space. No garbage cans or trash receptacles are to be permitted outside unless fully screened from view in a manner approved in writing by the Woodstone Property Owners Association, Inc. Private barbecue grills used in the common areas, and outside use or storage of barbecue grills will be subject to regulation, restriction or exclusion by the Association. Automobile parking will be subject to regulation and restriction by the Association.

Section 10. No parking for Owners or guests shall be permitted on Lot 37, Woodstone Replat.

ARTICLE X

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 by the Association or by 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 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 3. Amendment. The covenants and restrictions of

periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded.

Section 4. 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 or the Veterans Administration: Annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 9 day of February, 1976.

WOODSTONE DEVELOPMENT JOINT VENTURE

By Northcrest, Inc.
a Nebraska corporation,
General Partner
by Roba + Mitchell J
President
Nebraska Investment Service, Inc.
by E. Mitchell - President



STATE OF NEBRASKA)
COUNTY OF DOUGLAS) ss.

On this 9th day of Feb., 1976, before me a Notary Public duly commissioned and qualified in and for said County, personally came the above named Robert Mitchell, Jr. President of Northcrest, Inc. and

BY-LAWS
OF
WOODSTONE PROPERTY OWNERS ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION

The name of the corporation is WOODSTONE PROPERTY OWNERS ASSOCIATION, INC., hereinafter referred to as the "Association". The principal office of the corporation shall be located at 9009 Blondo Street, Omaha, Nebraska, but meetings of members and directors may be held at such places within the State of Nebraska, County of Douglas, as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer to Woodstone Property Owners Association, Inc., its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners.

Section 4. "Improved Lot" shall mean and refer to any lot on the properties exclusive of the Common Area upon which shall be erected a dwelling, the construction of which shall be at least 80% complete according to the plans and specifications

for construction of said dwelling.

for construction of said dwelling, shall be defined and referred to herein as "Unimproved Lots".

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. "Declarant" shall mean and refer to Woodstone Development Joint Venture, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 7. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded in the office of the Register of Deeds, Douglas County, Nebraska.

Section 8. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

ARTICLE III

MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of 2:00 p.m.. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the

Class A membership.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 15 days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot.

ARTICLE IV

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 2. Term of Office. At the first annual meeting, the members shall elect three directors for a term of one year, two directors for a term of two years, and at each annual meeting thereafter, the directors will be elected to fill the vacancies.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee

annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election, the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI

MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two directors, after not less than three (3) days notice to each director.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

(a) adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

(b) suspend the voting rights and right to use of the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed 60 days for infraction of published rules and regulations;

(c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;

(d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

(e) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the

(k) of the Class A members who are entitled to vote;

(b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) as more fully provided in the Declaration, to:

(1) fix the amount of the annual assessment against each lot, improved or unimproved, as provided for in the Declaration;

(2) send written notice of each assessment to every Owner subject thereto, at least thirty (30) days in advance of each annual assessment period; and

(3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same.

(d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) procure and maintain adequate liability and hazard insurance on property owned by the Association;

(f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) cause the Common Area to be maintained;

(h) cause the exterior of the dwellings subject to an assessment for exterior maintenance to be maintained, including

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a president and vice-president, who shall at all times be members of the Board of Directors, a secretary and a treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be

Section 7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created, pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

President

(a) The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

Vice President

(b) The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary

(c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association, together with their addresses, and shall perform such other duties as required by

shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

ARTICLE IX

COMMITTEES

The Association shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE X

BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at a reasonable cost.

ARTICLE XI

ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments

the rate of six (6%) percent per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waiver or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

ARTICLE XII

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: Woodstone Property Owners Association, Inc.

ARTICLE XIII

AMENDMENTS

Section 1. These By-Laws may be amended at a regular or special meeting of the Board of Directors, by a vote of a majority of a quorum of directors present in person, except that the Federal Housing Administration or the Veterans Administration shall have the right to veto amendments while there is Class B membership.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XIV

MISCELLANEOUS

The fiscal year of the Association shall begin on the

561 100

IN WITNESS WHEREOF, we, being all of the directors of Woodstone Property Owners Association, Inc., have heretunto set our hands this 9 day of Feb, 1976.

Robert Mitchell, Jr. C. E. Westphal
Barry L. Larson Wm. R. Schmid
William E. Kaiser

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) ss.

On this 9th day of February, 1976, before me, a Notary Public in and for said county, personally came the above named Robert Mitchell, Jr., C. E. Westphal, Barry L. Larson, Wm. R. Schmid and William E. Kaiser

who personally known to me to be the identical persons whose names are affixed to the above instrument, and they acknowledged said instrument to be their voluntary act and deed.

Witness my hand and Notarial Seal the date last aforesaid.

JOHN M. HOSKING
GENERAL NOTARY - State of Neb.
My Commission Expires
Sept. 30, 1976

John M. Hosking
Notary Public

CERTIFICATION

I, the undersigned, do hereby certify:
THAT I am the duly elected and acting secretary of Woodstone Property Owners Association, Inc., a Nebraska corporation;
THAT the foregoing By-Laws constitute the original By-Laws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the 9 day of February, 1976.
IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this 9 day of Feb, 1976.

C. E. Westphal
Secretary

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BOOK 644 PAGE 263

I, Ruth M. Moore, Secretary of the Board of Directors of the Woodstone Homeowners Association state that the signatures on the attached amendment to the Declaration of Covenants, Conditions, and Restrictions for the Woodstone Townhomes are the authentic signatures of Property Owners and members of the Woodstone Property Owners Association.

Ruth M. Moore

Subscribed in my presence and sworn to before me this 30th day of December, 1980.



Patricia K. Young

Notary Public

Woodstone
Replat

LOTS 1-37
Inclusive

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BOOK 644 PAGE 269

ARTICLE VIII

RESPONSIBILITY TO REBUILD

If a structure on any of the properties is damaged or destroyed in whole or in any part thereof, the Owner or Owners of such structure must initiate within a reasonable time and pursue to full restoration any such damage or destruction. The rebuilding or restoration of a party wall is subject to Article VII.

Renumber: Article VIII to IX
Article IX to X
Article X to XI

We, the undersigned Lot Owners and members of the Woodstone Property Owners Association, Inc. hereby agree and consent to the amendment of the Declaration of Covenants, Conditions, and Restrictions for the Woodstone Townhomes as set forth in the foregoing page, specifically, the addition of an article entitled "Responsibility to Rebuild."

NAME

ADDRESS

| | | |
|----------------------|-----------------------|---------|
| Michael A. McLeod | 1801 N. 94TH PLAZA | 6 R.C. |
| R.D.M. Moore | 1823 N. 93rd Ct. | 7 S |
| Keith M. Brown | 9357 Hillside Plaza | 8 G |
| Robert M. Gortner | 1858 No 94th Plaza | 9 Villa |
| C.L. Sorenson | 1826 No 94th Plz | 10 7 |
| Antonia B. Day | 9358 Parker | 11 Th |
| Charles Crosby Wier | 9363 Hillside Plz. | 12 T |
| Stanley Stenborg | 1856 N. 94 Plaza | 13 R |
| John A. [unclear] | 9361 Hillside Plaza | 14 H |
| [unclear] | 1464-N 93 Ct. | 15 Lu |
| John C. Dunlay Jr | 9312 Parker | 16 Pa |
| John Pasporak | 1862 North 93rd Court | 17 |
| Margaret N. Fiala | 1856 No 93 Court | 18 M |
| Marvin J. DeFontaine | 9318 Parker St. | 19 M |
| | | 20 I |
| | | 21 A |
| | | 22 C |
| | | 23 M |
| | | 24 T |
| | | 25 I |

NAME

ADDRESS

BOOK

644

PAGE 271

| | | |
|----|-------------------------|--------------------------------|
| 6 | B. A. Newkirk | 1858 No 93 rd Ct |
| 7 | S. P. Miller | 9322 Parker St |
| 8 | Robert W. Deane | 1821 No. 93rd Ct. |
| 9 | Wm. M. Mullins | 1827 N. 93 rd Court |
| 10 | Nancy Smith | 1864 N 94 Plaza |
| 11 | Margaret A. Chabrad | 1717 No 93 Court |
| 12 | David J. Amato | 1715 No. 93rd COURT. |
| 13 | Judith M. Rucio | 1712 No. 93rd Court. |
| 14 | Philip R. Kue | 1709 No 93 Ct. |
| 15 | Linda M. Andersen | 1714 No. 93 rd Ct. |
| 16 | Pat Stander | 1811 No. 93 rd Ct. |
| 17 | Joan Wernick | 1713 No 94 Plaza |
| 18 | Marian M. Fullerton | 1863 N. 94 th Plaza |
| 19 | Mary Covas | 9316 Parker St |
| 20 | Robert Lambert | 1824 No 94 Plz |
| 21 | Barbara Toyker | 9374 Parker St |
| 22 | Julie Vase | 1855 N 94th Plz |
| 23 | Nancy B. Shekert | 9362 Parker |
| 24 | Reggy J. Phesen | 1809 N 93 Court |
| | | 012 |

Lots 1-37 Inclusive, Woodstone Replat BOOK 669 PAGE 419
Woodstone II, ^{being} Part of Lot 5, Marshall & Hobbes Subdivision, as
lots 1-13. surveyed, platted and recorded.

WOODSTONE TOWNHOMES

AMENDMENT TO BY-LAWS OF
WOODSTONE PROPERTY OWNERS ASSOCIATION, INC.

The Board of Directors of the Woodstone Property Owners Association, Inc., at a regular scheduled meeting of the Board, amended Article XI of the By-Laws of the Woodstone Property Owners Association, Inc., as follows:

ARTICLE XI ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall include a delinquency charge of five (\$5.00) dollars for each thirty day period for which the assessment remains unpaid. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and delinquencies, costs, and reasonable attorneys' fees of any such action shall be added to the cost of the assessment. No Owner may waiver or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his lot.

Lu D M. Moore

President, Board of Directors

Subscribed and sworn to before me this 16th day of April, 1982.



Jon J. Gergen
Notary Public

Acid

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C. HAROLD GASTLE
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.

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*Lots 1-3 1/2 Inclusive, Woodstone Regal
Woodstone II, part of Lot 5, Marshall - Lebeck's Subdivision as surveyed
673 PAGE 154
AMENDMENTS TO THE COVENANTS AND BY-LAWS OF THE WOODSTONE
PROPERTY OWNERS ASSOCIATION, INC. *plotted and recorded.**

1. Declaration of Covenants, Conditions, and Restrictions
Article IV COVENANT FOR MAINTENANCE ASSESSMENTS

In place of the language originally at Section 5 of Article IV, insert the following:

Section 5. Assessments for insurance. In addition to other assessments, the Association shall levy an annual insurance assessment for the pro rata share of the cost of homeowners insurance maintained, pursuant to Section 2, Article VII of the By-Laws, for the following classes of homeowners:

(a) all owners who have affirmatively in writing elected such coverage on or before the 30 day of June 1982. Once made, such election shall be irrevocable.

(b) all new owners who become owners of record on or following the 30 day of June 1982

(c) The annual insurance assessment shall be subject to the provisions of Section 1, above.

Retain and renumber the original Sections 5,6,7,8, and 9 to 6,7,8,9, and 10.

2. By-Laws
Article VII POWERS AND DUTIES OF THE BOARD OF DIRECTORS

In place of the original language at Section 2 (e), insert the following:

(e) procure and maintain on behalf of the Association, for the Properties owned by the Owners defined at Section 5 of Article IV of the Declaration of Covenants, Conditions, and Restrictions, one or more policies of insurance for the benefit of said owners and for the benefit of mortgagees thereof as their respective interests shall appear. Such insurance shall be of an "all Risk" type and shall include coverage against the perils of fire, lightning, malicious mischief, and vandalism; with extended coverage for the full replacement costs of damage or destruction. Such policy or policies shall be written in the name of, and proceeds payable to the Association. The proceeds of such insurance shall be applied, disposed of, and used as directed by the Board of Directors to effect repairs or replacement or reconstruction in the event of damage or destruction covered by said insurance.

(continued)

S. April

BOOK 673 PAGE 155

Retain and renumber the original (e), (f), (g), and (h) of Section 2 of Article VII of The By-Laws, to (f), (g), (h) and (i).

Add a new provision, Section 2 (j):

(j) At the discretion of the Board, procure and maintain appropriate Officers' and Directors' liability insurance for the members and officers of the Board.

WOODSTONE PROPERTY OWNERS ASSOCIATION, INC.

By Maime Cherry
President, Board of Directors

Subscribed and sworn to before me this 28th day of June, 1982.

Donna M. Langbehn
Notary Public



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E. WARD BULLOCK
REGISTER OF DEEDS
BOUGLAS COUNTY, NEBR.

Book 673
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RICHARD N. TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

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AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

OF THE WOODSTONE PROPERTY OWNERS ASSOCIATION, INC.

This amended Declaration shall supercede the original Declaration of Covenants, Conditions and Restrictions of the Woodstone Property Owners and all amendments thereto, and includes all of the following documents: (1) dated February 9, 1976 and recorded in Book 561, Pages 135 to 148, inclusive; (2) dated June 18, 1979 and recorded in Book 616, Pages 356 to 375, inclusive; (3) dated December 30, 1980 and recorded in Book 644, Pages 268 to 272, inclusive; (4) dated December 30, 1980 and recorded in Book 644, Pages 268 to 272, inclusive; (5) dated June 24, 1981 and recorded in Book 654, Pages 328 to 329, inclusive; and (6) dated June 30, 1982 and recorded in Book 673, Pages 154 and 155.

Article 1. Starting Date. This Amended Declaration of Covenants, Conditions and Restrictions shall take effect on 4-15, 1998.

Article 2. Definitions of Terms.

- 2.1 "Association" shall mean and refer to Woodstone Property Owners Association, Inc., its successors and assigns.
2.2 "Board" shall mean and refer to the Board of Directors of the Association.
2.3 "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to any property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.
2.4 "Resident of the Association", or more simply "resident" shall denote any person who declares his/her permanent residence to be at a property that is part of the Association, and who is physically present in residence at that property for a minimum of 180 days per year.
2.5 "Property" shall mean Lots one (1) through thirty-seven (37), inclusive, Woodstone Replat; Lots one (1) through thirteen (13), inclusive, Woodstone II, which is a replatting of part of Lot five (5), Marshall and Lobeck's Addition; Lot one (1), Orchard Heights, 1st Addition; Lot six (6), Marshall & Lobeck's Addition, all of the preceding as surveyed, platted and recorded in Douglas County Nebraska; and any other real property the Association may annex in the future.
2.6 "Common Area" shall mean any and all property, including the improvement thereto, owned by the Association for the use and enjoyment of all Owners.
2.7 "Declaration" shall mean and refer to this Amended Declaration of Covenants, Conditions and Restrictions of the Woodstone Property Owners Association, Inc.
2.8 "Bylaws" shall mean and refer to the Restated Bylaws of the Directors of the Woodstone Property Owners Association, Inc.
2.9 "Articles" shall mean and refer to the Restated Articles of Incorporation of the Woodstone Property Owners Association, Inc.

Article 3. The Purpose of this Declaration.

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

Declaration of Covenants, Conditions and Restrictions.

Article 4. Who is Bound by this Declaration.

4.1 This Declaration shall be binding, without exception for any cause, upon all parties having any right, title, or interest, including residency, in any properties or any part thereof within the Association.

Article 5. Property Rights.

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

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

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

5.4 Use of property:

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

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

5.4.3 Assessments for Violations. Violation of the conditions for Use of Property may subject the Owner to an assessment set by the Board but not to exceed \$1000 per year.

Article 6. Membership and Voting Rights.

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

6.2 Members-in-Good-Standing. As defined in the Bylaws, a Member-in-Good-Standing is a Member whose dues and payments to the Association for assessments, fees and other charges are up-to-date. Only Members-in-Good-Standing shall have the right to vote on matters of the Association.

Article 7. Covenant for Dues and Assessments.

7.1 Creation of the Lien and Personal Obligation for Dues and Assessments. Each Owner of a property, by acceptance of a deed to this property, whether or not it is so expressed in the deed, is deemed to covenant and agree to: 1) abide by all of the conditions of this Declaration, and 2) pay to the Association annual dues, assessments and other charges in accordance with the Bylaws and this Declaration. Dues and assessments, together with costs, interest and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such dues and assessment are made. In addition, such dues and assessment, together with

Declaration of Covenants, Conditions and Restrictions.

1 interest, costs and reasonable attorney's fees, shall be the personal obligation of the person or persons who was
2 (were) the Owner(s) of the property at the time when the dues and assessment fell due. This personal obligation for
3 delinquent dues, assessments and related costs shall not pass to his, her or their successors in title unless expressly
4 assumed in writing by the successors.
5

6 7.2 Purpose of Dues and Assessments. Dues and assessments levied by the Association shall be used to maintain and
7 improve the common areas, roadways, walkways and the exteriors and surrounds of the properties in the
8 Association and for insurance as prescribed in other parts of this document and the Bylaws. Assessments may also
9 be used to purchase land and properties not already in the Association if such purchase is approved by a simple
10 majority of a quorum of the Members-in-Good-Standing at a meeting called to vote on said purchase in accordance
11 with procedures set forth in the Articles and the Bylaws.
12

13 7.3 Allocation of Dues and Assessments Among Owners. Dues and assessments shall be levied upon Owners as
14 prescribed in the various sections of this Declaration. The allocation of dues and assessments seeks to follow the
15 principle that: (1) expenses pertaining to the common areas shall be shared equally, in equal dollar amounts, by all
16 Owners, and (2) expenses incurred by the Board for maintenance, repair and improvement of individual properties
17 in the Association shall be assessed to Owners as the actual cost of providing these services for that Owner's
18 property alone. Specific exceptions may apply as stated in various parts of this Declaration.
19

20 7.3.1 Dues. Dues equal in dollar amount for all properties shall be paid to cover the costs of maintenance and
21 repairs of the following items: streets, public sidewalks, lawns and the Association sprinkler system
22 including those parts located on Owners' properties; ordinary trash removal from Owners' properties;
23 removal of snow from streets, public sidewalks, parking areas, Owners' driveways, and walk ways and
24 staircases that lead to the main entrance of each dwelling; removal of mud and debris from the streets and
25 public sidewalks, inspections of the exteriors of Owners' properties, and maintenance of a contingency
26 fund. The Board at their discretion may add the costs of other minor repair and maintenance items on
27 Owners' properties to the dues category. Examples of such items may include landscaping, planting and
28 care of trees and shrubbery, and cleaning of gutters if part of a job that includes all the properties, and
29 mail boxes on Owners' properties. For all such items under its control, the Board shall have full say over
30 what gets repaired or maintained, and how and when the work is done.
31

32 7.3.1.1 Setting the Dues. At each Annual Meeting of the Membership, the Board shall present a budget
33 to the Membership, listing anticipated services, estimates of the costs of these services and the
34 dues needed to cover these services. Members shall then decide what services they will have and
35 set the dues accordingly for the next yearly cycle, which shall start on the 1st day of the month
36 following the Annual Meeting. The Board shall have no authority to raise these dues without
37 approval of a majority of a quorum of Members-in-Good-Standing at the next Annual Meeting,
38 or at a meeting of the Membership called for this purpose according to provisions set forth in the
39 Bylaws.
40

41 7.3.2 Assessment for Insurance. The Association shall levy on each Owner-of-record an annual insurance
42 assessment for the pro-rata share of the cost of Association insurance maintained as ordained in the
43 Bylaws. This pro-rata amount shall be based on the market value of each property. This Association
44 insurance shall cover the Association for: (1) all properties in the Association, (2) liability for the
45 Association, (3) workman's compensation, and (4) liability for the actions of the Directors of the
46 Association. Owners should note, this Association policy insures each Owner's dwelling (the building),
47 but this insurance does NOT cover the contents of any dwelling, nor does it provide liability coverage for
48 individual Owners. Owners must obtain insurance for the contents of their dwelling and for personal
49 liability on their own, and are urged to consult the Board for information on how to obtain adequate
50 personal coverage without unnecessary duplication of coverage.
51
52

Declaration of Covenants, Conditions and Restrictions.

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7.3.2.1 An exemption. An exemption to participation in this Association insurance is granted to Owners who already were exempt on the 30th day of June, 1982 subject to the following conditions: (1) these exempt Owners shall assume responsibility for insurance on their own, and must arrange for equivalent insurance on their dwelling and must each year furnish written proof of this insurance to the Board. If an exempt Owner fails to provide yearly evidence of adequate insurance within 30 days of the due date set by the Board, the property shall be irrevocably included in the Association insurance and assessed accordingly. (2) upon sale, lease, rental, loan, barter, donation or transfer of the property, this exemption shall expire and the property shall be irrevocably included in the Association insurance; 3) Owners not already covered under the Association insurance may at any time elect, in writing, to be included in the Association insurance, but once made, this election is irrevocable.

7.3.3 Assessments for Exceptional Expenses for the Common Areas. The Board shall have authority to assess each Owner-of-record an equal dollar amount to cover the expense of major repairs, replacement or improvement of items in the Common area. Examples of items in this category include, but are not limited to, streets and public walkways, the sprinkler system, and landscaping.

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

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

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

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

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

7.3.5 Adjustment Phase for Adoption of the Dues and Assessment Procedures Specified in this Declaration. Implementation of the Dues and Assessment policy specified in this Declaration shall be introduced over a period not to exceed six (6) months from the effective date of this Declaration, during which time adjustments shall be made according to the following plan that aims to treat all Owners fairly and equally. The Board shall: (a) establish a standard for repairs and maintenance that applies equally to all dwellings, (b) determine what dwellings need which repairs for each dwelling to meet this standard based on estimates by independent inspectors (this provision excludes replacement of roofs, which will be dealt with separately), and then (c) implement these repairs in a timely fashion. During this adjustment period, costs will be shared by Owners and the Association as determined by the Board.

Declaration of Covenants, Conditions and Restrictions.

1 The Dues and Assessment procedures of this document will take effect when 50% of the
2 dwellings have been brought up to the common standard, or the six (6) month adjustment period has
3 expired, which ever comes first. However, dwellings not yet brought up to the standard when the
4 adjustment period expires shall nonetheless have the previously scheduled repairs completed according to
5 the same rules and in the same manner as those dwellings already repaired during the adjustment phase.
6

7 **7.3.6** Roof Replacements: For dwellings that have their original roofs, the Association shall replace the roofs as
8 needed according to the policy in effect before time this Declaration took effect, namely, the Association
9 shall pay for roof replacements using a grade of shingles approximately comparable to the original as
10 determined by the Board, and there shall be \$250 deductible amount. Costs for any repair or replacements
11 beyond basic re-shingling, such as repair or replacement of any of the roof or wall structures, for
12 skylights, for gutters and down-spouts, and for upgrading the quality of materials are excluded and shall
13 be the responsibility of the Owner. Funds to pay for the Association's portion of these roof replacements
14 shall be allocated from a continuation of the 'roof assessment' in force at the time this provision becomes
15 effective, namely, \$20.00 per month, though the Board may increase or decrease this amount. This roof
16 assessment shall apply equally, in equal dollar amounts, to all properties but it shall endure only as long
17 as needed to ensure every property has had its original roof replaced one time only, and all the
18 replacements have all been paid for.
19

20 **7.3.7** Assessments to Owners Made by City, County and State Governments. Assessments mandated by law or
21 ordinance and levied by government for street, sewer or utilities improvements, whether levied against
22 one or more or all Owners in the Association shall be reimbursed by the Association with no deductible
23 amounts. Costs for these reimbursements shall be assessed to all Owners in equal dollar amount. This
24 provision does not include costs of repair of ruptured or clogged water, sewer or gas lines, or power line
25 damage on individual properties, which shall be the responsibility of the individual owners.
26

27 **7.4** Remedies for Nonpayment of Dues and Assessments. Dues or assessments not paid within thirty (30) days after the
28 due date shall be deemed delinquent and shall bear simple interest at twelve percent (12%) per annum unless prior
29 arrangements have been made with the Board. The Association may bring any action it deems necessary against
30 the Owner(s) personally obligated to pay the same, or foreclose the lien against the property through proceedings in
31 any court in Douglas County, Nebraska, having jurisdiction of suits for the enforcement of such liens. No Owner
32 may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or
33 abandonment of the property.
34

35 **7.5** Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the
36 lien of any first mortgage. No sale, transfer, loan or donation of the property shall relieve any property from
37 liability for assessments or liens.
38

39 **Article 8.** Resolution of Disputes.

40
41 **8.1** Disputes between Owners and the Board, between Owners and the Association, or between Owners that cannot be
42 resolved by the disputing parties acting on their own behalf shall be submitted to a Grievance Committee or the
43 Board as specified in the Bylaws. Disputes that cannot be resolved in this manner shall be submitted for mediation
44 per the Dispute Resolution Act of the State of Nebraska (Nebr. Rev. Stat. §25- 2901).
45

46 **Article 9.** Architectural Control of Properties Owned by Association Members.

47
48 **9.1** Role of the Board in Architectural Control. The Board shall set forth and enforce standards for improvements,
49 alterations, repairs, maintenance and lighting of the exteriors of Owners' properties and the immediate surrounds
50 of Owners' properties. The Board shall also have the authority to approve or prohibit any improvements,
51 alterations, repairs, maintenance and lighting of the exteriors of Owners' properties and the immediate surrounds.
52 The policies and constraints in the following sections shall apply.
53

Declaration of Covenants, Conditions and Restrictions.

- 1 **9.2** Maintenance, Repairs and Improvements Done by Owners. Owners may arrange or perform their own
2 maintenance, repairs or improvements to their properties provided that any repair, maintenance or improvement
3 that materially alters the character of the property including color, must be approved for architectural control in
4 advance by the Board. Failure to obtain prior approval may result in additional costs to the Owner to restore the
5 area. Normally, Owners shall be responsible for the full costs of such any such work. However if the work done by
6 the Owner includes work that normally would have been included in the 'dues' category (see Article 7.3.1), the
7 Board, at its discretion, may reimburse an Owner for a portion of the costs of the work.
8
- 9 **9.2.1** Workers Hired by Owners. Owners are advised to obtain a Certificate of Insurance showing general
10 liability and workman's compensation from any workers or contractors they hire. (A worker's promise,
11 whether verbal or written, is no substitute for a Certificate of Insurance.) If a worker or contractor does not
12 have adequate insurance, the Owner may become personally liable for damages or injuries resulting from
13 the activities of the worker or contractor. The Association shall not be liable in any way for damages or
14 injuries by workers hired by individual Owners.
15
- 16 **9.3** Inspections. The Board shall arrange for inspections by qualified individuals or companies as follows:
17
- 18 **9.3.1** Regular inspections. The exteriors of all dwellings shall be inspected by a licensed home inspector at least
19 once in any three-year period measured from the previous inspection, though the Board may authorize
20 more frequent inspections. One purpose of these inspections shall be to identify problems early enough to
21 avoid more costly repairs later on. An inspection shall include roofs, siding and trim, gutters and spouts,
22 doors and windows, decks, patios and walkways, and may include other items the Board or the inspector
23 deems appropriate. The inspection shall result in two lists of repair/maintenance items along with cost
24 estimates for each dwelling: (1) a list of repair/maintenance items that the Board requires to be done for
25 architectural control, and (2) a list of repair/maintenance items recommended but not required. An Owner
26 may choose whether or not to do the recommended repairs and maintenance, but the required items must
27 be done in a timely fashion. The cost for these regular inspections (but not for the repairs or maintenance)
28 shall be included in the annual dues.
29
- 30 **9.3.2** Post-Job Inspections. An inspection of jobs contracted by the Board shall be done by a licensed inspector
31 hired by the Board at the completion of any job where the costs exceed \$2000, or as the Board directs for
32 any job that costs less than \$2000. This inspection shall not be done by the individual(s) or company that
33 did the job, or their agents. The cost for post-job inspections shall be included in the annual dues.
34
- 35 **9.4** Alteration of the Common Area. No alteration of the common area shall be made without written permission of the
36 Board. This provision shall include, but not be limited to, landscaping, retaining walls, fences, barriers, planting or
37 removal of any tree, shrub or flowers (apart from removal of weeds or seeding of grass.)
38
- 39 **9.5** Sprinkler Systems. Altering the lawn sprinkler system in the common areas in any way, including readjusting the
40 timer mechanisms is strictly forbidden unless authorized by the Board. Anyone who tampers with the sprinkler
41 system is subject to assessments of up to \$50 per occurrence plus repair/replacement costs as set by the Board.
42
- 43 **Article 10.** Party Walls.
44
- 45 **10.1** General Rules of Law to Apply. For each wall built as a part of the original construction of the dwellings in the
46 Association and which separates two individual units, including garages, that section of the wall common to and
47 shared by Owners on each side shall constitute a party wall. The conditions outlined in the following subsections
48 shall apply to party walls.
49
- 50 **10.2** Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall other than
51 painting and minor repairs on one side shall be shared equally by the Owners who share the wall.
52

Declaration of Covenants, Conditions and Restrictions.

1 10.3 Responsibilities of Previous and New Owners with Sale or Transfer of Title. Upon sale or transfer of title to a
2 dwelling, any outstanding claims or disputes regarding party walls remain the responsibility of the Owner who
3 sells or transfers the property.
4

5 10.4 Prorating Insurance Deductible Amounts in Case of Damage. If multiple properties are damaged by the same
6 occurrence, the Board shall decide on how deductible amounts are prorated among Owners.
7

8 Article 11. Responsibility to Rebuild. 9

10 11.1 If a structure on any of the properties is damaged or destroyed in whole or in any part, the Owner(s) of such
11 structure(s) must initiate within a reasonable time, and pursue to full restoration, any such damage or destruction.
12 Plans for such construction must be approved by the Board for purposes of architectural control. The Board shall
13 determine what constitutes a "reasonable time" and make this time known to the Owners involved.
14

15 11.1.1 Remedy for delays in restoration. If an Owner should delay repairs or reconstruction without approval
16 from the Board, the Board, at its discretion, may effect repairs or reconstructions and assess the Owner for
17 the costs remaining after deducting applicable proceeds from insurance paid to the Association.
18

19 11.1.2 Disbursal of proceeds from insurance. Insurance proceeds paid to the Association as a result of an
20 occurrence shall be disbursed to the Owners of the properties involved as determined by the Board.
21

22 Article 12. General Restrictions. 23

24 12.1 Designated Parking Areas. Vehicles shall be parked only in designated parking areas as specified in a manual of
25 parking regulations published by the Board. No truck, trailer, boat, RV or machinery shall be parked for more than
26 72 hours in any driveway or parking area without prior approval of the Board. Infractions of parking regulations
27 may result in assessments up to \$10 per day.
28

29 12.2 Vehicle Repairs on Streets or Driveways. No vehicle or other machinery or equipment shall be disassembled,
30 rebuilt or repaired on any of the streets or driveways in the Association.
31

32 12.3 Vehicle Parking on the Smaller Streets in the Association. These streets include 93rd Court, 94th Plaza, 95th
33 Plaza, Hillside Plaza, and Decatur Place. Parking on these streets is STRICTLY PROHIBITED at ALL TIMES
34 because of the safety hazard (emergency vehicles may be unable to traverse these small streets if a vehicle is parked
35 there.) Vehicles in violation may be towed and stored at the Owner's expense. Residents are urged to inform guests
36 not to park on these streets (and risk being towed away), but to use designated parking areas in the Association.
37

38 12.4 Trash and Debris. Trash, cuttings, debris or refuse shall not be left on any site, street, sidewalk or common area in
39 the Association except for trash set out for collection as prescribed by the Board. Owners shall not stack wood nor
40 allow debris to accumulate within 10 feet of the nearest wall of a neighbor's dwelling lest insects and rodents be
41 attracted that could potentially enter the neighbor's dwelling. Likewise, food left outside for pets or wildlife (e.g.,
42 bird and squirrel feeders) shall be kept a minimum of 10 feet from the nearest point on their neighbor's dwelling.
43

44 12.5 Barriers, Structures, Awnings and Ornaments. No barriers of any type (including fences, retaining walls and
45 hedges), awnings or sun screens shall be erected within the properties without the written consent of the Board.
46 Ornaments placed outdoors and not in an enclosed area shall be subject to architectural control.
47

48 12.6 Signs Prohibited. No signs, political ads, placards, notices, billboards, advertising boards, or supports for such
49 signs, placards, etc. may be placed on any building or grounds within the Association without written permission
50 of the Board, with the exceptions that: (a) "for sale" or "for rent" or small security-system signs may be erected
51 near the dwelling by the Owner or the Owner's agent, and (b) contractors may erect a small sign near their job for
52 the duration of their job.
53

Declaration of Covenants, Conditions and Restrictions.

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

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

12.9 Garage and Estate Sales. Garage sales of any kind are prohibited within the Association properties. Estate sales of short duration (up to 7 days) may be held provided written permission is obtained from the Board in advance of the sale. No Owner shall be entitled to more than one estate sale in any 10 year period.

12.10 Exterior Lighting. Any exterior lighting installed on any building shall either be indirect or otherwise controlled as not to disturb the residents of adjacent properties.

12.11 Noxious Activity. No noxious or offensive activity shall be carried out on any property. "Noxious or offensive" is defined here as anything a reasonable person would consider a nuisance or annoyance to the neighborhood. The Board shall have full and final authority to decide whether any particular action or lack of action constitutes a nuisance or annoyance, and to determine suitable remedies, including an assessment for the action or inaction.

12.12 Penalties for Violating General Restrictions. Owners who violate any of the General Restrictions may be subject to an assessment of up to \$50 per occurrence plus any costs for remedial action with simple interest at twelve percent (12%) per annum and legal action as determined by the Board. These assessments together with remedial costs, interest and reasonable legal fees shall be a charge on the land and a continuing lien upon the Owner's property.

Article 13. General Provisions.

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

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

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

Declaration of Covenants, Conditions and Restrictions.

This amended Declaration of Covenants, Conditions and Restrictions have been submitted to the Members on a date certain and have been approved by seventy-five percent (75%) of the Members, with ~~75~~ of 81 Members having voted in favor, whose notarized signatures accompany this document. 69

Signed:

Patricia Smith 3-14-98
Patricia Smith, President Date
Woodstone Property Owners Association, Inc.

Gwen Madison 3-21-98
Gwen Madison, Vice-President Date
Woodstone Property Owners Association, Inc.

State of Nebraska
County of Douglas



SUBSCRIBED, sworn to and acknowledged before me by the above persons on the dates shown.

Anne E. Putnam
Notary Public

Seal

SIGNING THIS SHEET MEANS YOU VOTE FOR APPROVAL OF THE AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE WOODSTONE PROPERTY OWNERS ASSOCIATION, INC.

1 State of Nebraska
County of Douglas SUBSCRIBED, sworn to and acknowledged before me by
Bruce Freundt and _____
Signature Joint Signature if applicable
Bruce Freundt _____
Print name Print name
1864 N. 95th Ct _____
Address Date
1-24-98

SEAL

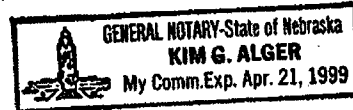
Kim G. Alger
Notary Public



2 State of Nebraska
County of Douglas SUBSCRIBED, sworn to and acknowledged before me by
Mary G. Catton and _____
Signature Joint Signature if applicable
Mary G. Catton _____
Print name Print name
1829 N. 93rd Ct _____
Address Date
2-15-98

SEAL

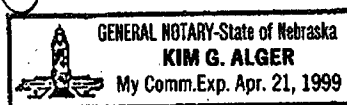
Kim G. Alger
Notary Public



3 State of Nebraska
County of Douglas SUBSCRIBED, sworn to and acknowledged before me by
Dorothy E. Lund and _____
Signature Joint Signature if applicable
DOROTHY E. LUND _____
Print name Print name
9370 DECATUR P.L.L. _____
Address Date
2-19-98

SEAL

Kim G. Alger
Notary Public



SIGNING THIS SHEET MEANS YOU VOTE FOR APPROVAL OF THE AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE WOODSTONE PROPERTY OWNERS ASSOCIATION, INC.

4

State of Nebraska
County of Douglas SUBSCRIBED, sworn to and acknowledged before me by

Marian DeFontaine and _____
Signature Joint Signature if applicable
Marian DeFontaine _____
Print name
9318 Park Ker St _____
Address Date
1-19-98

SEAL

Kim G. Alger
Notary Public



5

State of Nebraska
County of Douglas SUBSCRIBED, sworn to and acknowledged before me by

Hertude B. Day and _____
Signature Joint Signature if applicable
Hertude B. Day _____
Print name
9358 Parker _____
Address Date
1-19-1998

SEAL

Kim G. Alger
Notary Public



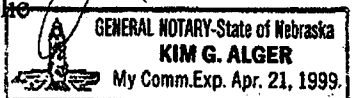
6

State of Nebraska
County of Douglas SUBSCRIBED, sworn to and acknowledged before me by

Mrs Louise E. Farha and _____
Signature Joint Signature if applicable
MRS. LOUISE E. FARHA _____
Print name
9372 Parker St. _____
Address Date
Jan. 19-1998

SEAL

Kim G. Alger
Notary Public



SIGNING THIS SHEET MEANS YOU VOTE FOR APPROVAL OF THE AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE WOODSTONE PROPERTY OWNERS ASSOCIATION, INC.

7

State of Nebraska

County of Douglas SUBSCRIBED, sworn to and acknowledged before me by

Joyce S. Alger
Signature

and Everett H. Alger
Joint Signature if applicable

JOYCE S. ALGER
Print name

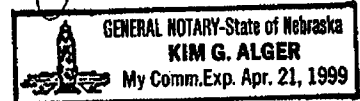
EVERETT H. ALGER
Print name

9357 HILLSIDE PLAZA
Address

3-18-98
Date

SEAL

Kim G. Alger
Notary Public



8

State of Nebraska

County of Douglas SUBSCRIBED, sworn to and acknowledged before me by

Mabel H. Lynch
Signature

and Mae H. Perry
Joint Signature if applicable

MABEL H. LYNCH
Print name

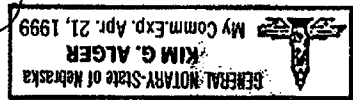
MAE H. PERRY
Print name

9369 Hillside Plz.
Address

1-18-98
Date

SEAL

Kim G. Alger
Notary Public



9

State of Nebraska

County of Douglas SUBSCRIBED, sworn to and acknowledged before me by

Louis Ross Caniglia
Signature

and Sandy Caniglia
Joint Signature if applicable

LOUIS ROSS CAVIGLIA
Print name

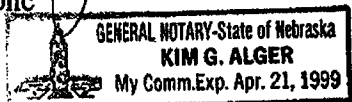
Sandy Caniglia
Print name

9531 Parker St
Address

1-19-98
Date

SEAL

Kim G. Alger
Notary Public



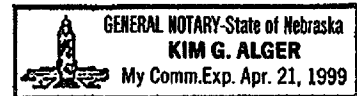
SIGNING THIS SHEET MEANS YOU VOTE FOR APPROVAL OF THE AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE WOODSTONE PROPERTY OWNERS ASSOCIATION, INC.

10

State of Nebraska
County of Douglas SUBSCRIBED, sworn to and acknowledged before me by
Vern Albrecht and _____
Signature Joint Signature if applicable
Vern Albrecht _____
Print name Print name
1815 N. 93 Ct _____
Address Date

SEAL

Kim G. Alger
Notary Public

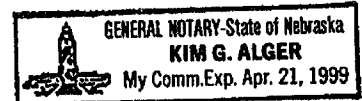


11

State of Nebraska
County of Douglas SUBSCRIBED, sworn to and acknowledged before me by
Frank R. Hartle and *Maxine E. Hartle*
Signature Joint Signature if applicable
FRANK R. HARTLE _____
Print name Print name
9429 PARKER ST. _____
Address Date

SEAL

Kim G. Alger
Notary Public

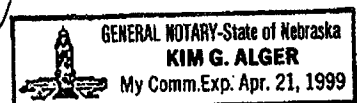


12

State of Nebraska
County of Douglas SUBSCRIBED, sworn to and acknowledged before me by
William J. Deppe and *Rita M. Deppe*
Signature Joint Signature if applicable
William J. Deppe _____
Print name Print name
1858 N 93rd Ct _____
Address Date

SEAL

Kim G. Alger
Notary Public



SIGNING THIS SHEET MEANS YOU VOTE FOR APPROVAL OF THE AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE WOODSTONE PROPERTY OWNERS ASSOCIATION, INC.

13

State of Nebraska
County of Douglas

SUBSCRIBED, sworn to and acknowledged before me by

James A. Chapin
Signature
JAMES A. CHAPIN
Print name
9356 PARKER
Address

and

Joan Gayle Chapin
Joint Signature if applicable
JOAN GAYLE CHAPIN
Print name
1/18/98
Date

SEAL

Kim G. Alger
Notary Public



14

State of Nebraska
County of Douglas

SUBSCRIBED, sworn to and acknowledged before me by

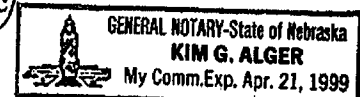
Otto A. Wurl
Signature
OTTO A. WURL
Print name
1812 N. 93rd ST
Address

and

Dorothy Jane Wurl
Joint Signature if applicable
DOROTHY JANE WURL
Print name
1-18-98
Date

SEAL

Kim G. Alger
Notary Public



15

State of Nebraska
County of Douglas

SUBSCRIBED, sworn to and acknowledged before me by

Wilma T. Brown
Signature
WILMA T. BROWN
Print name
9431 PARKER
Address

and

Joint Signature if applicable
Print name
1-18-98
Date

SEAL

Kim G. Alger
Notary Public



SIGNING THIS SHEET MEANS YOU VOTE FOR APPROVAL OF THE AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE WOODSTONE PROPERTY OWNERS ASSOCIATION, INC.

16

State of Nebraska

County of Douglas SUBSCRIBED, sworn to and acknowledged before me by

Cornie Klazunda

Signature

and _____

Joint Signature if applicable

Cornie Klazunda

Print name

9308 DECATUR PLZ

Address

1-20-98

Date

SEAL

Kim G. Alger

Notary Public



17

State of Nebraska

County of Douglas SUBSCRIBED, sworn to and acknowledged before me by

Kay Ryschon

Signature

and _____

Joint Signature if applicable

KAY L. RYCHON

Print name

1024 N 93RD ST

Address

1/24/98

Date

SEAL

Kim G. Alger

Notary Public



18

State of Nebraska

County of Douglas SUBSCRIBED, sworn to and acknowledged before me by

Donald M. Mullins

Signature

and _____

Joint Signature if applicable

DONALD M. MULLINS

Print name

1827 N. 93RD COURT

Address

1/24/98

Date

SEAL

Kim G. Alger

Notary Public



1

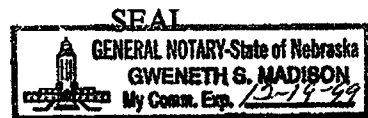
**SIGNING THIS SHEET MEANS YOU VOTE FOR APPROVAL OF THE
AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF THE WOODSTONE PROPERTY OWNERS ASSOCIATION, INC.**

19 State of Nebraska
County of Douglas SUBSCRIBED, sworn to and acknowledged before me by
Peggy L. Chasen and [Signature]
Signature Joint Signature if applicable
Peggy L. Chasen Print name
1809 N 93 Court Address 2/24/96 Date



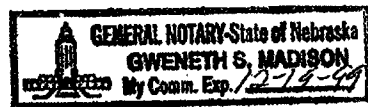
[Signature]
Notary Public

20 State of Nebraska
County of Douglas SUBSCRIBED, sworn to and acknowledged before me by
Louise F. Sholes and [Signature]
Signature Joint Signature if applicable
LOUISE F. SHOLES Print name
9361 HILLSIDE PLAZA Address 02/26/98 Date



[Signature]
Notary Public

21 State of Nebraska
County of Douglas SUBSCRIBED, sworn to and acknowledged before me by
[Signature] and _____
Signature Joint Signature if applicable
Patricia A. Stander Print name
1811 N 93rd Ct Address 2/26/98 Date



[Signature]
Notary Public

SIGNING THIS SHEET MEANS YOU VOTE FOR APPROVAL OF THE AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE WOODSTONE PROPERTY OWNERS ASSOCIATION, INC.

22

State of Nebraska
County of Douglas

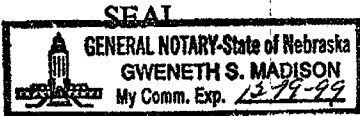
SUBSCRIBED, sworn to and acknowledged before me by
and

Marilyn M Stewart
Signature
Marilyn M Stewart
Print name
1823 No 93rd Ct
Address

Joint Signature if applicable

Print name
2-7-98
Date

Gweneth S. Madison
Notary Public



23

State of Nebraska
County of Douglas

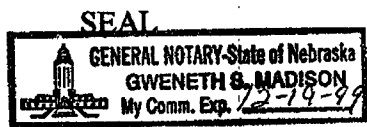
SUBSCRIBED, sworn to and acknowledged before me by
and

Jacqueline A. Petry
Signature
BACQUELINE A. PETRY
Print name
1821 NO. 93 COURT
Address

Joint Signature if applicable

Print name
02/21/98
Date

Gweneth S. Madison
Notary Public



24

State of Nebraska
County of Douglas

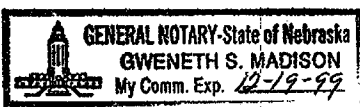
SUBSCRIBED, sworn to and acknowledged before me by
and

Marilyn A Schabauer
Signature
MARILYN A Schabauer
Print name
1712 N 93 Ct
Address

Joint Signature if applicable

Print name
2/22/98
Date

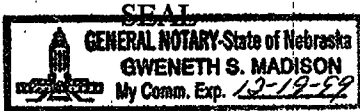
Gweneth S. Madison
Notary Public



SIGNING THIS SHEET MEANS YOU VOTE FOR APPROVAL OF THE AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE WOODSTONE PROPERTY OWNERS ASSOCIATION, INC.

25 ~~3~~

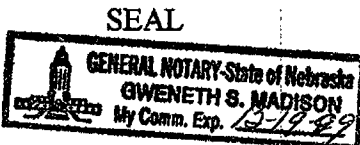
State of Nebraska
County of Douglas SUBSCRIBED, sworn to and acknowledged before me by
Terri Ann McClure and _____
Signature Joint Signature if applicable
Terri Ann McClure _____
Print name Print name
1820 N. 94th Plz. _____
Address Date
3-22-98



Gweneth S. Madison
Notary Public

26 ~~7~~

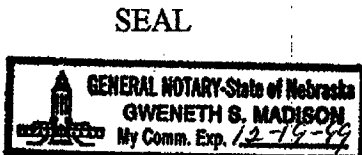
State of Nebraska
County of Douglas SUBSCRIBED, sworn to and acknowledged before me by
Suella Stalder and _____
Signature Joint Signature if applicable
Suella Stalder _____
Print name Print name
1863 No. 94th Plz. _____
Address Date
3-22-98



Gweneth S. Madison
Notary Public

27 ~~3~~

State of Nebraska
County of Douglas SUBSCRIBED, sworn to and acknowledged before me by
Julie A. Hansen and _____
Signature Joint Signature if applicable
Julie A. Hansen _____
Print name Print name
1826 No. 94th Plaza _____
Address Date
3-22-98



Gweneth S. Madison
Notary Public

SIGNING THIS SHEET MEANS YOU VOTE FOR APPROVAL OF THE AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE WOODSTONE PROPERTY OWNERS ASSOCIATION, INC.

28

State of Nebraska
County of Douglas SUBSCRIBED, sworn to and acknowledged before me by

Lorraine Skip Filkins and _____
Signature

Joint Signature if applicable

LORRAINE 'SKIP' FILKINS
Print name

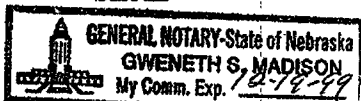
Print name

1862 No 94th PLAZA
Address

2-25-98
Date

Date

SEAL



Gweneth S. Madison
Notary Public

29

State of Nebraska
County of Douglas SUBSCRIBED, sworn to and acknowledged before me by

Robert M. Foster and _____
Signature

Maryrie J. Foster
Joint Signature if applicable

Robert M. Foster
Print name

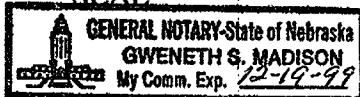
Maryrie J. Foster
Print name

1858 No. 94 Plz - Omaha
Address

2-25-98
Date

Date

SEAL



Gweneth S. Madison
Notary Public

30

State of Nebraska
County of Douglas SUBSCRIBED, sworn to and acknowledged before me by

Beet J. Baines and _____
Signature

Mildred A. Baines
Joint Signature if applicable

Beet J. Baines
Print name

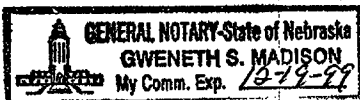
Mildred A. Baines
Print name

114 N. 93rd Ct.
Address

2-25-98
Date

Date

SEAL



Gweneth S. Madison
Notary Public

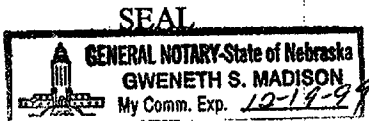
**SIGNING THIS SHEET MEANS YOU VOTE FOR APPROVAL OF THE
AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF THE WOODSTONE PROPERTY OWNERS ASSOCIATION, INC.**

31

State of Nebraska
County of Douglas
Francis J. Clark
Signature
FRANCIS J. CLARK
Print name
9408 Parker St
Address

SUBSCRIBED, sworn to and acknowledged before me by
and Kathryn E. Dean-Clark
Joint Signature if applicable
KATHRYN E. DEAN-CLARK
Print name
2-25-98
Date

Gweneth S. Madison
Notary Public

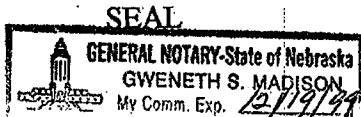


32

State of Nebraska
County of Douglas
Phillip Rainer
Signature
PHILLIP RAINER
Print name
1709 No 9th St
Address

SUBSCRIBED, sworn to and acknowledged before me by
and Evelyn Rainer
Joint Signature if applicable
EVELYN RAINER
Print name
2-25-98
Date

Gweneth S. Madison
Notary Public



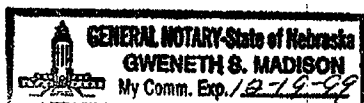
33

State of Nebraska
County of Douglas
Robert Laughter
Signature
Robert Laughter
Print name
9406 Parker
Address

SUBSCRIBED, sworn to and acknowledged before me by
and _____
Joint Signature if applicable

Print name
2-25-98
Date

Gweneth S. Madison
Notary Public



SIGNING THIS SHEET MEANS YOU VOTE FOR APPROVAL OF THE AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE WOODSTONE PROPERTY OWNERS ASSOCIATION, INC.

37

State of Nebraska
County of Douglas SUBSCRIBED, sworn to and acknowledged before me by

Michael Miller
Signature

and _____
Joint Signature if applicable

MICHAEL MILLER
Print name

1715 N. 93rd Ct.
Address

2-25-98
Date

Gweneth S. Madison
Notary Public



38

State of Nebraska
County of Douglas SUBSCRIBED, sworn to and acknowledged before me by

Margery R. Finch
Signature

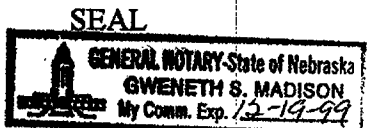
and _____
Joint Signature if applicable

MARGERY R. FINCH
Print name

9312 Parker St.
Address

2/25/98
Date

Gweneth S. Madison
Notary Public



39

State of Nebraska
County of Douglas SUBSCRIBED, sworn to and acknowledged before me by

Daisy B. Sampson
Signature

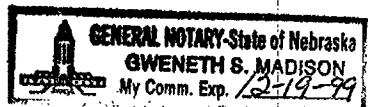
and _____
Joint Signature if applicable

Daisy B. Sampson
Print name

1711 N. 94 PL
Address

2-25-98
Date

Gweneth S. Madison
Notary Public



3

SIGNING THIS SHEET MEANS YOU VOTE FOR APPROVAL OF THE AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE WOODSTONE PROPERTY OWNERS ASSOCIATION, INC.

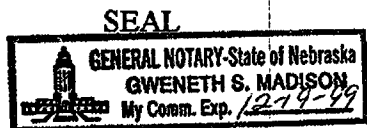
40

State of Nebraska
County of Douglas SUBSCRIBED, sworn to and acknowledged before me by

Betty A. Shrier
Signature
BETTY A. SHRIER
Print name
9367 Hillside Plaza
Address

and _____
Joint Signature if applicable

Print name
3-1-98
Date



Gweneth S. Madison
Notary Public

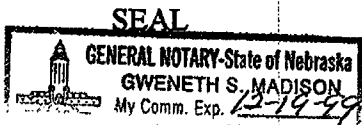
41

State of Nebraska
County of Douglas SUBSCRIBED, sworn to and acknowledged before me by

Joan Weinert
Signature
JOAN WEINERT
Print name
1713 N 94 PLZA
Address

and _____
Joint Signature if applicable

Print name
3-2-98
Date



Gweneth S. Madison
Notary Public

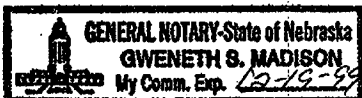
42

State of Nebraska
County of Douglas SUBSCRIBED, sworn to and acknowledged before me by

Anne Nymann
Signature
ANNE NYMANN
Print name
9364 DECATUR PLAZA
Address

and _____
Joint Signature if applicable

Print name
3-2-98
Date



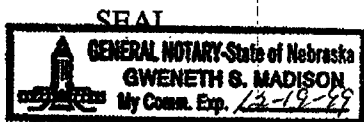
Gweneth S. Madison
Notary Public

SIGNING THIS SHEET MEANS YOU VOTE FOR APPROVAL OF THE AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE WOODSTONE PROPERTY OWNERS ASSOCIATION, INC.

43

State of Nebraska
County of Douglas SUBSCRIBED, sworn to and acknowledged before me by
Philip L. Joannus Signature and *Barbara Joannus* Joint Signature if applicable
Philip L. JOANNUS Print name Barbara JOANNUS Print name
9421 PARKER ST Address 2-25-97 Date

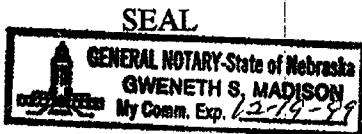
Gweneth S. Madison
Notary Public



44

State of Nebraska
County of Douglas SUBSCRIBED, sworn to and acknowledged before me by
Earl J. Skelton Signature and *Irene Skelton* Joint Signature if applicable
Earl J. SKELTON Print name Irene SKELTON Print name
9360 PARKER ST. Address 3-1-98 Date

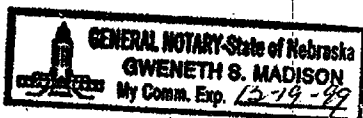
Gweneth S. Madison
Notary Public



45

State of Nebraska
County of Douglas SUBSCRIBED, sworn to and acknowledged before me by
Catherine A. Hannah Signature and _____ Joint Signature if applicable
Catherine A. Hannah Print name _____ Print name
1857 N. 94 P12. Address _____ Date

Gweneth S. Madison
Notary Public



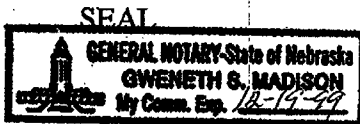
SIGNING THIS SHEET MEANS YOU VOTE FOR APPROVAL OF THE AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE WOODSTONE PROPERTY OWNERS ASSOCIATION, INC.

46

State of Nebraska
County of Douglas

SUBSCRIBED, sworn to and acknowledged before me by

Phyllis J. Zahler and F. Marshall Zahler
Signature Joint Signature if applicable
PHYLLIS J. ZAHLLER F. MARSHALL ZAHLLER
Print name Print name
9513 PARKER ST. 3-2-98
Address Date



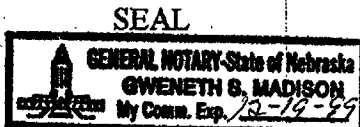
Gweneth S. Madison
Notary Public

47

State of Nebraska
County of Douglas

SUBSCRIBED, sworn to and acknowledged before me by

Brian R. Cens. and _____
Signature Joint Signature if applicable
BRIAN R. CENS. _____
Print name Print name
1911 N. 73 ST 7-7-98
Address Date



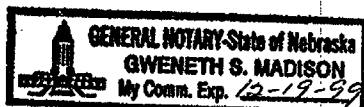
Gweneth S. Madison
Notary Public

48

State of Nebraska
County of Douglas

SUBSCRIBED, sworn to and acknowledged before me by

Conna Mossblom and _____
Signature Joint Signature if applicable
CONNA MOSSBLA _____
Print name Print name
1819 No 85 PLAZA 3/3/98
Address Date



Gweneth S. Madison
Notary Public

K

SIGNING THIS SHEET MEANS YOU VOTE FOR APPROVAL OF THE AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE WOODSTONE PROPERTY OWNERS ASSOCIATION, INC.

49

State of Nebraska
County of Douglas SUBSCRIBED, sworn to and acknowledged before me by

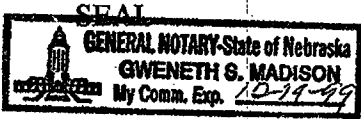
Markene B. Sedlak
Signature

and _____
Joint Signature if applicable

Markene B. Sedlak
Print name

1821 No 95 Plz
Address

3-8-98
Date



Gweneth S. Madison
Notary Public

50

State of Nebraska
County of Douglas SUBSCRIBED, sworn to and acknowledged before me by

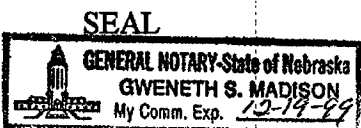
William L. Lowan
Signature

and _____
Joint Signature if applicable

WILLIAM L. LOWAN
Print name

1707 N. 94TH Plz
Address

3-8-98
Date



Gweneth S. Madison
Notary Public

51

State of Nebraska
County of Douglas SUBSCRIBED, sworn to and acknowledged before me by

Wandy Smith
Signature

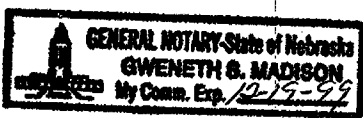
and _____
Joint Signature if applicable

WANDY SMITH
Print name

1864 N. 94 PLAZA
Address

3-8-98
Date

SEAL



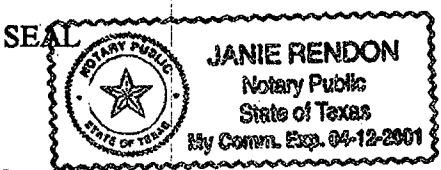
Gweneth S. Madison
Notary Public

SIGNING THIS SHEET MEANS YOU VOTE FOR APPROVAL OF THE AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE WOODSTONE PROPERTY OWNERS ASSOCIATION, INC.

52
Cameron

State of ~~Nebraska~~ Texas
County of ~~Douglas~~ Douglas

SUBSCRIBED, sworn to and acknowledged before me by
[Signature] and [Signature]
Signature Joint Signature if applicable
Charles J. Vaughn MAXINE E. VAUGHN
Print name Print name
9310 PARKER ST, Omaha, NE 2/11/98
Address Date

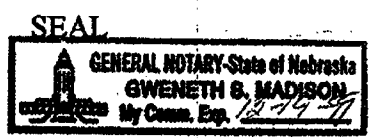


[Signature]
Notary Public

53

State of Nebraska
County of Douglas

SUBSCRIBED, sworn to and acknowledged before me by
[Signature] and [Signature]
Signature Joint Signature if applicable
Phillip R. Paragas Betsie Paragas
Print name Print name
9519 PARKER ST. Omaha, Ne 2/14/98
Address Date

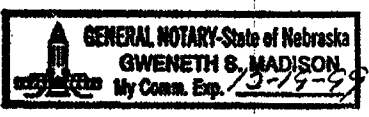


[Signature]
Notary Public

54

State of Nebraska
County of Douglas

SUBSCRIBED, sworn to and acknowledged before me by
[Signature] and _____
Signature Joint Signature if applicable
BARBARA A TOYNBEE _____
Print name Print name
9374 Parker St 3-18-98
Address Date



[Signature]
Notary Public

SIGNING THIS SHEET MEANS YOU VOTE FOR APPROVAL OF THE AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE WOODSTONE PROPERTY OWNERS ASSOCIATION, INC.

55

State of Nebraska
County of Douglas

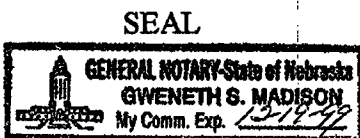
SUBSCRIBED, sworn to and acknowledged before me by
and

Diane Gowens
Signature
Diane Gowens
Print name
9525 Parker St
Address

Joint Signature if applicable

Print name
3-22-98
Date

Gweneth S. Madison
Notary Public



56

State of Nebraska
County of Douglas

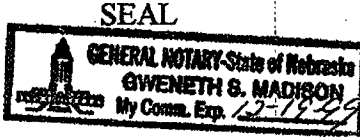
SUBSCRIBED, sworn to and acknowledged before me by
and

E. Ruth Godbey
Signature
E. RUTH GODBEY
Print name
1705 No. 24th Plaza
Address

Joint Signature if applicable

Print name
3-22-98
Date

Gweneth S. Madison
Notary Public



57

State of Nebraska
County of Douglas

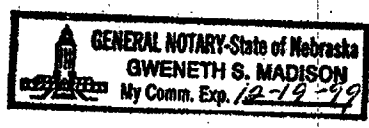
SUBSCRIBED, sworn to and acknowledged before me by
and

Jusan C. Shipley
Signature
JUSAN C. SHIPLEY
Print name
1818 N. 94th PL2.
Address

Joint Signature if applicable

Print name
3-23-98
Date

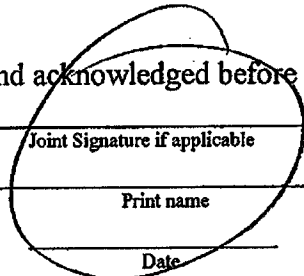
Gweneth S. Madison
Notary Public



SIGNING THIS SHEET MEANS YOU VOTE FOR APPROVAL OF THE AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE WOODSTONE PROPERTY OWNERS ASSOCIATION, INC.



State of Nebraska
County of Douglas **SUBSCRIBED**, sworn to and acknowledged before me by
Douglas J. Smith and _____
Signature Joint Signature if applicable
Douglas J. Smith _____
Print name Print name
1822 North 95th PLAZA _____
Address Date



SEAL

Notary Public

5862

State of Nebraska
County of Douglas **SUBSCRIBED**, sworn to and acknowledged before me by
E. Eugene Kirsch and Carol S. Green-Kirsch
Signature Joint Signature if applicable
E. EUGENE KIRSCH CAROL S. GREEN-KIRSCH
Print name Print name
1856 N. 95th COURT 3-22-98
Address Date

SEAL

Notary Public



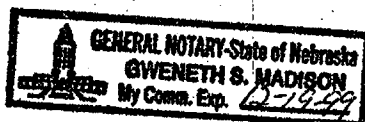
Gweneth S. Madison
Notary Public

5965

State of Nebraska
County of Douglas **SUBSCRIBED**, sworn to and acknowledged before me by
Harold W Rounsberg and Mary E Rounsberg
Signature Joint Signature if applicable
HAROLD W ROUNSBORG MARY E ROUNSBORG
Print name Print name
1820 No 95th PLAZA 3-2-98
Address Date

SEAL

Notary Public



Gweneth S. Madison
Notary Public

SIGNING THIS SHEET MEANS YOU VOTE FOR APPROVAL OF THE AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE WOODSTONE PROPERTY OWNERS ASSOCIATION, INC.

State of Nebraska
County of Douglas SUBSCRIBED, sworn to and acknowledged before me by

[Signature] and _____
Signature Joint Signature if applicable
BILL W. DEAN, TRUSTEE
Print name
9511 PARKER ST
Address
NEBRASKA LICENSE
SEAL #001006611

Print name
2-25-98
Date

Notary Public

~~60621~~ ^{FLORIDA} State of ~~Nebraska~~ ~~Franklin~~ ^{Florida}
County of Douglas SUBSCRIBED, sworn to and acknowledged before me by

[Signature] and _____
Signature Joint Signature if applicable
KIMBERLY ZINGARELLI
Print name
PO Box 370 ADAMANTICOLA FL
Address

Print name

Date

KIMBERLY ZINGARELLI
Notary Public, State of Florida
My Comm. Expires July 16, 1998
No. CC 378999
Bonded Thru Official Notary Service

Notary Public

~~U6~~ State of Nebraska
County of Douglas SUBSCRIBED, sworn to and acknowledged before me by

Signature Joint Signature if applicable

Print name Print name

Address Date

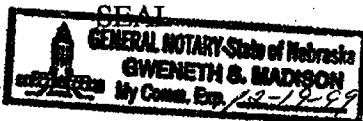
SEAL

Notary Public

SIGNING THIS SHEET MEANS YOU VOTE FOR APPROVAL OF THE AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE WOODSTONE PROPERTY OWNERS ASSOCIATION, INC.

61 ~~66~~

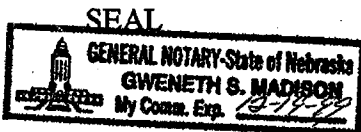
State of Nebraska
County of Douglas SUBSCRIBED, sworn to and acknowledged before me by
Jan D Pospichak and Patricia S. Karbi
Signature Joint Signature if applicable
Jan D Pospichak PATRICIA S. KARBI
Print name Print name
9505 Parker 3/2/98
Address Date



Gweneth S. Madison
Notary Public

62 ~~57~~

State of Nebraska
County of Douglas SUBSCRIBED, sworn to and acknowledged before me by
James L. Steiner and Carol H. Steiner
Signature Joint Signature if applicable
JAMES L. STEINER Carol H. Steiner
Print name Print name
9507 PARKER ST 3-2-98
Address Date



Gweneth S. Madison
Notary Public

State of Nebraska
County of Douglas SUBSCRIBED, sworn to and acknowledged before me by

Signature and _____
Joint Signature if applicable

Print name Print name

Address Date

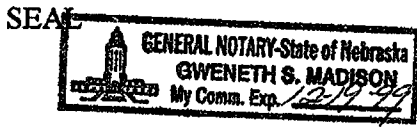
SEAL

Notary Public

SIGNING THIS SHEET MEANS YOU VOTE FOR APPROVAL OF THE AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE WOODSTONE PROPERTY OWNERS ASSOCIATION, INC.

63 ~~66~~

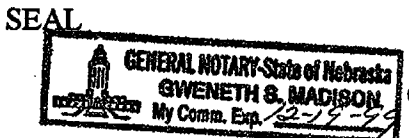
State of Nebraska
County of Douglas SUBSCRIBED, sworn to and acknowledged before me by
Muriel Springer and _____
Signature Joint Signature if applicable
Muriel Springer _____
Print name Print name
1856 No. 94 Plaza _____
Address Date
2-10-98



Gweneth S. Madison
Notary Public

64 ~~67~~

State of Nebraska
County of Douglas SUBSCRIBED, sworn to and acknowledged before me by
Nathan Shukert and Doris B. Shukert
Signature Joint Signature if applicable
NATHAN SHUKERT DORIS B. SHUKERT
Print name Print name
9362 PARKER _____
Address Date
3-8-98



Gweneth S. Madison
Notary Public

X

State of Nebraska
County of Douglas SUBSCRIBED, sworn to and acknowledged before me by

Signature Joint Signature if applicable

Print name Print name

Address Date

SEAL

Notary Public

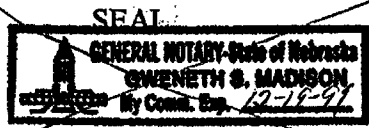
SIGNING THIS SHEET MEANS YOU VOTE FOR APPROVAL OF THE AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE WOODSTONE PROPERTY OWNERS ASSOCIATION, INC.

~~70~~

intended for articles

Dupl

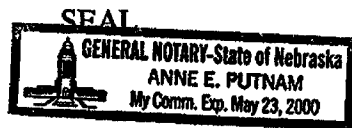
State of Nebraska
County of Douglas
Barbara A. Tymbee SUBSCRIBED, sworn to and acknowledged before me by
Signature and _____
Joint Signature if applicable
BARBARA A. TYMBEE _____
Print name
9374 Parker St _____
Address _____
Date 3-1-98



Gweneth S. Madison
Notary Public

65

State of Nebraska
County of Douglas
Gweneth S. Madison SUBSCRIBED, sworn to and acknowledged before me by
Signature and _____
Joint Signature if applicable
GWENETH S. MADISON _____
Print name
1825 N. 95th _____
Address _____
Date 3-04-98



Anne E. Putnam
Notary Public

State of Nebraska
County of Douglas

Signature and _____
Joint Signature if applicable

Print name

Address _____
Date _____

SEAL

Notary Public

SIGNING THIS SHEET MEANS YOU VOTE FOR APPROVAL OF THE AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE WOODSTONE PROPERTY OWNERS ASSOCIATION, INC.

66

State of Nebraska
County of Douglas SUBSCRIBED, sworn to and acknowledged before me by
Maxine A. Munhall and _____
Signature Joint Signature if applicable
MAXINE A. MUNHALL _____
Print name Print name
1855 N. 94 PLAZA _____
Address Date

SEAL

Kim G. Alger
Notary Public



~~State of Nebraska
County of Douglas SUBSCRIBED, sworn to and acknowledged before me by
Maxine A. Munhall and _____
Signature Joint Signature if applicable
MAXINE A. MUNHALL _____
Print name Print name
1855 N. 94 Plaza _____
Address Date~~

~~SEAL~~

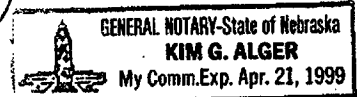
~~Notary Public~~

67

State of Nebraska
County of Douglas SUBSCRIBED, sworn to and acknowledged before me by
Blanche Willert and Holly Willert
Signature Joint Signature if applicable
Blanche Willert _____
Print name Print name
1861 N. 94th Plz. _____
Address Date

SEAL

Kim G. Alger
Notary Public



Declaration

SIGNING THIS SHEET MEANS YOU VOTE FOR APPROVAL OF THE AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE WOODSTONE PROPERTY OWNERS ASSOCIATION, INC.

~~78~~
68

State of Nebraska

County of Douglas

SUBSCRIBED, sworn to and acknowledged before me by

Raren Hol

and Earl Jotts

Signature

Joint Signature if applicable

Raren Hol

EARL JOTTS

Print name

Print name

9363 Hillside Plg

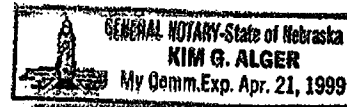
2-19-98

Address

Date

SEAL

Kim G. Alger
Notary Public



State of Nebraska

County of Douglas

SUBSCRIBED, sworn to and acknowledged before me by

and _____

Signature

Joint Signature if applicable

Print name

Print name

Address

Date

SEAL

Notary Public

State of Nebraska

County of Douglas

SUBSCRIBED, sworn to and acknowledged before me by

and _____

Signature

Joint Signature if applicable

Print name

Print name

Address

Date

SEAL

Notary Public

SIGNING THIS SHEET MEANS YOU VOTE FOR APPROVAL OF THE AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE WOODSTONE PROPERTY OWNERS ASSOCIATION, INC.

B
69

State of Nebraska
County of Douglas SUBSCRIBED, sworn to and acknowledged before me by

Errol R. Pollack

and _____

Signature

Joint Signature if applicable

Errol R. POLLACK

Print name

Print name

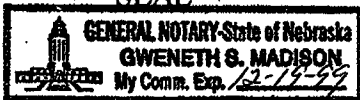
1824 N 94th PLAZA

Address

Date

3-18-98
Gweneth S. Madison
Notary Public

SEAL



State of Nebraska
County of Douglas SUBSCRIBED, sworn to and acknowledged before me by

Signature

and _____

Joint Signature if applicable

Print name

Print name

Address

Date

SEAL

Notary Public

State of Nebraska
County of Douglas SUBSCRIBED, sworn to and acknowledged before me by

Signature

and _____

Joint Signature if applicable

Print name

Print name

Address

Date

SEAL

Notary Public



1341 685 MISC



08161 00 685-688

Nebr Doc
Stamp Tax

Date

\$

By

RICHARD M TAKECH
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

00 JUN 19 AM 8:49

RECEIVED

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

Misc
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WOODSTONE PROPERTY OWNERS ASSOCIATION, INC.

AMENDMENT TO AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

As directed at the regular annual meeting of the WOODSTONE PROPERTY OWNERS ASSOCIATION, INC. on April 30, 2000, at which time a quorum was present this amendment to the Declaration of Covenants, Conditions and Restrictions shall supercede the Declaration of Covenants, Conditions and Restrictions of the Woodstone Property Owners and all amendments thereto, and includes all of the following documents: (1) dated February 9, 1976 and recorded in Book 561, Pages 135 to 148, inclusive; (2) dated June 18, 1979 and recorded in Book 616, Pages 356 to 375, inclusive; (3) dated December 30, 1980 and recorded in Book 644, Pages 268 to 272, inclusive; (5) dated June 24, 1981 and recorded in Book 654, Pages 328 to 329, inclusive; (6) dated June 30, 1982 and recorded in Book 673, Pages 154 and 155; and (7) dated April 15, 1998 and recorded in Book 1244, Page 665.

Whereas, this amendment shall be filed of record against the following described real estate, to wit:

Lots one (1) through thirty-seven (37), inclusive, Woodstone Replat; Lots one (1) through thirteen (13), inclusive, Woodstone II, which is a replatting of part of Lot five (5), Marshall and Lobeck's Addition; Lot one (1), Orchard Heights, 1st Addition; Lot six (6), Marshall and Lobeck's Addition, all of the preceding as surveyed, platted and recorded in Douglas County Nebraska; and any other real property the Association may annex in the future.

Effective April 30, 2000 the Declaration of Covenants, Conditions and Restrictions are amended as follows:

Article 5.4.2 shall have the words "or transfer" deleted from the 4th line, and shall read:

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

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Article 12.1 shall have the phrase Vehicle/car added to the second sentence following the word "NO", and shall read:


Designated Parking Areas. Vehicles shall be parked only in designated parking areas as specified in a manual of parking regulations published by the Board. No vehicle/car, truck, trailer, boat, RV or machinery shall be parked for more than 72 hours in any driveway or parking area without prior approval of the Board. Infractions of parking regulations may result in assessments of up to \$10 per day.

Article 12.9 shall change the reference within the second sentence from "7 days" to "3 days" and shall read:


Garage and Estate Sales. Garage sales of any kind are prohibited within the Association properties. Estate sales of short duration (up to 3 days) may be held provided written permission is obtained from the Board in advance of the sale. No Owner shall be entitled to more than one estate sale in any 10-year period.

IN WITNESS WHEREOF, Declarant has executed this Amendment of Declaration of Covenants, Conditions, and Restrictions at Omaha, Douglas County,

WOODSTONE PROPERTY OWNERS ASSOCIATION, INC.

BY 1 
Bruce Froendt
Its President

Attest:


Catherine Hanrahan
Its Secretary

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

Before me, a Notary Public qualified for said County, personally appeared Bruce Froendt, President of Woodstone Property Owners Association, Inc. a Nebraska non-profit corporation, known to me to be the President and identical person who executed the foregoing instrument, acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation, and declared the execution and delivery thereof to be duly authorized and its corporate seal to be thereto affixed by its authority.

WITNESS my hand and Notarial Seal on May 5, 2000.



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