

WOODHAVEN TOWNHOMES

Declaration

By-Laws

PREPARED BY:

BYRON REED COMPANY, INC.
13306 "A" STREET
OMAHA, NEBRASKA 68144

402-342-8100

DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DELCARATION, made on the date hereinafter set forth by BYRON REED COMPANY, INC., a Nebraska Corporation, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property, which is more particularly described as:

Lots 300 through 325, inclusive, and Outlots 1 through 4, inclusive, all in Woodhaven Replat II, a subdivision in Douglas County, Nebraska, being a replat of Lot 267, Woodhaven, a subdivision.

NOW, THEREFORE, Declarant hereby reserves and grants to any future grantees of Declarant and to all present and future owners of said Lots 300 through 325, inclusive, a perpetual sewer and drainage easement for construction, repair, maintenance and use of sanitary sewers; storm sewers and manholes over, on and under: a fifteen foot wide strip, the centerline of which is the dividing line between Lots 301 and 302, Woodhaven Replat II, a subdivision; and

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 Woodhaven Townhomes, Inc., a Nebraska non-profit corporation.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot 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 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

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

Outlots 1 though 4, inclusive, in Woodhaven Replat II, a subdivision in Douglas County, Nebraska. Said Outlot 1 shall be maintained as a roadway to provide a perpetual non-exclusive means of vehicular and pedestrian ingress to the egress from Lots 300 through 325, inclusive in said subdivision.

Section 5. "Lots" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 6. "Declarant" shall mean and refer to BYRON REED COMPANY, INC., its successors and assigns if such 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' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the common area which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

- (a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;
- (b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against 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 purpose and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer 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.

Section 3. Use Restrictions.

- (a) All lots shall be used only for private dwelling purposes.
- (b) Household pets within the Properties and Common Area will be subject to regulation, restriction, exclusion and special assessments as may be determined by the Association from time to time. Included within such regulations but not by way of limitation thereof, shall be a prohibition against dogs, cats and other household animals being allowed to run at large within the Common Area, and a requirement that same at all times be on a leash or other immediate control of their owner. It shall be the duty of the Association to keep the common property free from litter and feces caused by and left by pets. The owners of any pets known to be at large shall be properly assessed by the Association for the cleanup expenses involved.
- (c) All garage doors must remain closed at all times except when cars are entering or exiting the garage space.
- (d) No garbage cans or trash receptacles are to be permitted outside unless fully screened from view in a manner approved in writing by the Association.

- (e) Private barbecue grills may not be used in the common areas, and outside use or storage of barbecue grills will be subject to regulation, restriction or exclusion by the Association.
- (f) Automobile parking will be subject to regulation and restriction by the Association, but in no event will any parking of automobiles in Outlot 1 be permitted at any time.
- (g) No playground equipment of any kind, such as, but not limited to swings, slides, plastic or other type swimming pools, basketball hoops, will be installed or maintained on any Lot, other than in a location out of public view and more than twenty feet to the rear of the front line of the residence.
- (h) No excess or unused building material or materials will be kept, stored, or otherwise maintained on any lot in a location within public view, other than for uses connected and coterminous with approved or permitted construction; and no junk, rubbish, waste material, or other refuse will be abandoned, stored, or otherwise maintained on any lot.
- (i) No boat, camper, trailer, or similar chattel will be maintained on any lot, other than in an enclosed structure, for more than seven days within any calendar year; and no automobile, motorcycle, truck, or other vehicle will be repaired, torn down, or stored on any lot, other than in an enclosed structure.
- (j) No birds, livestock, poultry, or animals other than domesticated noncommercial pets in no more than reasonable quantity will be bred, kept, or otherwise maintained on any lot.
- (k) No commercial enterprise or gainful public business, occupation, or profession, no public annoyance or nuisance, and no noxious or offensive activity will be carried on, conducted, or otherwise permitted to commence or continue on any lot.
- (l) Mail boxes and their supporting structures shall be of metal and black in color.

Section 4. Easements and Licenses. The Association and its agents, contractors and designees shall have an easement and license to enter any dwelling or structure on any lot at all times necessary in order to accomplish changes, replacements or repairs to plumbing, sewers, gas lines, water lines, telephone lines, electrical lines, meters, vents and other appliances or utilities in order to maintain service to or prevent injury or damage to any persons or dwellings or property located within the Properties or the Common Area above described. The Association and the Declarant reserve the right to grant such further easements and licenses under, upon, or over said lots as may be necessary or required by utilities furnishing gas, water, telephone, electrical and television or other utility services to said Properties or the Common Area above described.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and 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 among themselves determine, but in no event shall more than one vote be cast with respect to any lot.

Class B. The Class B member(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 December 31, 1982.

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 therefore, 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 of charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. All subsequent purchasers shall take title subject to said lien and shall be bound to inquire of the Association as to the amount of any unpaid assessments. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such 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, maintenance and insurance of the Common Area, and limited exterior maintenance upon each lot.

Section 3. Exterior Lot 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: Maintain the lawn sprinkling system; mowing, fertilizing, watering and planting of trees, shrubs and grass, and snow removal on private streets.

Section 4. Annual Assessment Determination. The Board of Directors will fix the annual assessment at an amount sufficient to meet the needs of the Association for the purpose described herein.

Section 5. 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, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 6. Notice and Quorum for Any Action Authorized Under Section 5. Written notice of any meeting called for the purpose of taking any action authorized under Section 5 shall be delivered either personally or by mail to all members not less than 10 days nor more than 50 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of 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 7. Uniform Rate of Assessment. That share of the total annual and special assessments shall be levied against each lot in the proportion that each lot's basic value bears to the total basic value of all lots in the Properties without regard to the value of improvements erected thereon, as set forth in Exhibit "A" attached hereto or in any subsequent similar Exhibit "A" recorded by the Association.

Section 8. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all lots on the first day of the 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 the officer of the Association setting forth whether the assessments on a specified lot have been paid.

Section 9. Payment of Assessments. The annual assessments shall be payable in twelve equal monthly installments one month in advance on or before the first day of each month; provided, however, that the Directors may establish a different method of payment upon notice to the owners, and each owner agrees to sign any forms necessary to allow said monthly installments to be automatically deducted from his or her bank account and paid to the Association, on request by the Directors. Special assessments shall be payable in the manner, amounts and times specified by the Directors.

Section 10. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 9 percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property in proceedings in the nature of a Mechanic's Lien foreclosure. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his lot.

Section 11. 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 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

ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior painting, resurfacing, addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, heights, colors, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design, color 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 VI

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 equally by the Owner of each lot using the wall.

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

FIRST AMENDMENT BY ADDENDUM
TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS AMENDMENT BY ADDENDUM to Declaration of Covenants, Conditions and Restrictions made on the date hereinafter set forth by BYRON REED COMPANY, INC., a Nebraska Corporation, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the sole owner of certain properties which are more particularly described as:

Lots 300 through 325, inclusive, the Outlots 1 through 4, inclusive, all in Woodhaven Replat II, a subdivision in Douglas County, Nebraska, being a replat of Lot 267, Woodhaven, a subdivision,

and

WHEREAS, Declarant did execute on the 12th day of July, 1977, a certain DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (hereinafter referred to as "Declaration") pertaining to and made binding upon said above described properties according to the terms and provisions thereof, and said Declaration was recorded on the 18th day of July, 1977, in Book 583 at Pages 727 to 734, inclusive, of the Miscellaneous Records in the Office of the Register of Deeds for Douglas County, Nebraska, and

WHEREAS, Declarant now desires to amend said Declaration by this Addendum thereto;

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following additional 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, to-wit:

1. Declarant shall have and retain for a period of five (5) years from and after date hereof the exclusive right to determine in Declarant's sole discretion, with respect to any one or all of the lots, whether or not the residential dwellings constructed on said properties shall be occupied by any individual(s) as owner(s), lessee(s), contract purchaser(s) or otherwise, who have in their custody, care and/or control any children, whether one or more, who have not attained their sixteenth birthday at the commencement of such residency or occupancy, regardless of whether such children are the natural, or adopted or stepchildren, grandchildren or otherwise of such individual(s).

(a) Permission from Declarant for an individual to occupy and reside in one of the properties with a child or children one or more of whom has not attained the age of sixteen, must be obtained in writing prior to moving into the residential dwelling. Such permission, if granted by Declarant, shall not automatically extend to the heirs, devisees, personal representatives or assigns of such individual(s), but shall terminate upon transfer of such property by said individual and/or cessation of residency and occupancy thereof, whether by death, operation of law, gift, devise, conveyance, contract of sale, or termination of lease. Grant of such permission initially by Declarant shall not create a

SECOND AMENDMENT
TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS SECOND AMENDMENT to Declaration of Covenants, Conditions and Restrictions made on the date hereinafter set forth by BYRON REED COMPANY, INC., a Nebraska Corporation, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the sole owner of certain properties which are more particularly described as:

Lots 300 through 325, inclusive, the Outlots 1 through 4, inclusive, all in Woodhaven Replat II, a subdivision in Douglas County, Nebraska, being a replat of Lot 267, Woodhaven, a subdivision,

and

WHEREAS, Declarant did execute on the 12th day of July, 1977, a certain DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (hereinafter referred to as "Declaration") pertaining to and made binding upon said above described properties according to the terms and provisions thereof, and said Declaration was recorded on the 18th day of July, 1977, in Book 583 at Pages 727 to 734, inclusive, of the Miscellaneous Records in the Office of the Register of Deeds for Douglas County, Nebraska, and

WHEREAS, Declarant did on the 24th day of October, 1977, execute a FIRST AMENDMENT BY ADDENDUM (hereinafter called "First Amendment") to said Declaration, which said First Amendment was recorded on the 2nd day of November, 1977, in Book 588 at Pages 691 to 692, inclusive, of said Miscellaneous Records, and

WHEREAS, Declarant now desires to amend said Declaration and First Amendment by this Second Amendment thereto:

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following additional 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, to-wit:

1. The following subparagraphs of Section 3, Use Restrictions of Article II of said Declaration, are herewith wholly amended to provide as follows:

- g) No towers or antennas of any kind, regardless of whether used for the purpose of radiating or receiving radio, shortwave radio, television or other communication media waves or signals, shall be installed or maintained on any Lot, or on the roof of any building constructed on any Lot; provided, however, that television antennas may be installed within the interior of private dwellings if same are totally excluded from exterior view. No playground equipment of any kind, such as, but not limited to swings, slides, plastic or other type swimming pools, basketball hoops, will be installed or maintained on any Lot, other than in a location out of public view and more than twenty feet to the rear of the front line of the residence.

- h) No excess or unused building or materials will be kept, stored, or otherwise maintained on any Lot in a location within public view, other than for uses connected and coterminous with approved or permitted construction; and no junk, rubbish, waste material, or other refuse will be abandoned, stored, or otherwise maintained on any Lot. No fences of any kind may be constructed on any Lot, nor on the boundary lines between any two or more Lots; provided, however, that a wooden patio fence may be constructed if construction of same has received the prior written approval thereof required by ARTICLE V of said Declaration. No gardens of any kind, whether vegetable, rock or flower gardens, shall be permitted on any of said Lots at any time.
- j) No birds, livestock, poultry, or animals other than domesticated noncommercial pets will be bred, kept, or otherwise maintained on any Lot. With reference to canine and/or feline pets, in no event shall an Owner have, keep or maintain on a Lot at any one time more than a total of two such pets, regardless of whether both are dogs, or both are cats, or one of each. No birdhouses of any kind shall be constructed or maintained on any Lot, either as freestanding structures, or attached to the exterior of any private dwelling.

2. Section 1 and Section 4 of ARTICLE IV of said Declaration are herewith wholly amended to provide as follows:

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 therefore, 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 (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. All subsequent purchasers shall take title subject to said lien and shall be bound to inquire of the Association as to the amount of any unpaid assessments.

Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such 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 4. Annual Assessment Determination. The Board of Directors of the Association will fix the annual assessment or charges at an amount sufficient to meet the needs of the Association for the purposes described herein. Said Board of Directors has the authority and discretion to levy annual assessments or charges against the vacant Lots in lesser amounts than the assessments or charges levied against the Lots upon which a dwelling has been constructed.

3. All provisions of this Second Amendment to said Declaration are hereby declared to be in addition and/or in amendment to the provisions of said Declaration and First Amendment thereto and made a part thereof, and are to be in force for the same period of time and enforced in the same manner as set forth in the Declaration for the covenants, conditions and restrictions therein contained. Except as herein expressly amended, modified or changed, all provisions, covenants, conditions, restrictions and easements contained in said Declaration and First Amendment thereto shall be and remain in full force and effect.

THIRD AMENDMENT
TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS THIRD AMENDMENT to Declaration of Covenants, Conditions and Restrictions made on the date hereinafter set forth by BYRON REED COMPANY, INC., a Nebraska Corporation, hereinafter referred to as "Declarant",

WITNESSETH:

WHEREAS, Declarant is the sole owner of certain properties which are more particularly described as:

Lots 300 through 325, inclusive, and Outlots 1 through 4, inclusive, all in Woodhaven Replat II, subdivision in Douglas County, Nebraska, being a replat of Lot 267, Woodhaven, a subdivision,

and

WHEREAS, Declarant did execute on the 12th day of July, 1977, a certain DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (hereinafter referred to as "Declaration") pertaining to and made binding upon said above-described properties according to the terms and provisions thereof, and said Declaration was recorded on the 18th day of July, 1977, in Book 583 at Pages 727 to 734, inclusive, of the Miscellaneous Records in the Office of the Register of Deeds for Douglas County, Nebraska, and

WHEREAS, Declarant did on the 24th day of October, 1977, execute a FIRST AMENDMENT BY ADDENDUM (hereinafter called "First Amendment") to said Declaration, which said First Amendment was recorded on the 2nd day of November, 1977, in Book 588 at Pages 691 to 692, inclusive, of said Miscellaneous Records, and

WHEREAS, Declarant did on the 15th day of December, 1977, execute a SECOND AMENDMENT to said Declaration, which said Second Amendment was recorded on the 13th day of January, 1978, in Book 592 at Pages 249 to 251, inclusive, of said Miscellaneous Records, and

WHEREAS, Declarant now desires to amend said Declaration and First and Second Amendments by this Third Amendment thereto;

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following additional 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, to-wit:

1. Section 2 and Section 3 of ARTICLE IV of said Declaration are herewith wholly amended to provide as follows:

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, maintenance and insurance of the Common Area, and for exterior maintenance upon each lot and the dwelling unit constructed thereon to the limited extent hereinafter provided in Section 3 of this Article IV.

FOURTH AMENDMENT
TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS FOURTH AMENDMENT to Declaration of Covenants, Conditions and Restrictions made on the date hereinafter set forth by BYRON REED COMPANY, INC., a Nebraska corporation, hereinafter referred to as "Declarant",

WITNESSETH:

WHEREAS, Declarant is the sole owner of certain properties which are more particularly described as:

Lots 300 through 325, inclusive, and Outlots 1 through 4, inclusive, all in Woodhaven Replat II, subdivision in Douglas County, Nebraska, being a replat of Lot 267, Woodhaven, a subdivision,

and

WHEREAS, Declarant did execute on the 12th day of July, 1977, a certain DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (hereinafter referred to as "Declaration") pertaining to and made binding upon said above-described properties according to the terms and provisions thereof, and said Declaration was recorded on the 18th day of July, 1977, in Book 583 at Pages 727 to 734, inclusive, of the Miscellaneous Records in the Office of the Register of Deeds for Douglas County, Nebraska, and

WHEREAS, Declarant did on the 24th day of October, 1977, execute a FIRST AMENDMENT BY ADDENDUM (hereinafter called "First Amendment") to said Declaration, which said First Amendment was recorded on the 2nd day of November, 1977, in Book 588 at Pages 691 to 692, inclusive, of said Miscellaneous Records, and

WHEREAS, Declarant did on the 15th day of December, 1977, execute a SECOND AMENDMENT to said Declaration, which said Second Amendment was recorded on the 13th day of January, 1978, in Book 592 at Pages 249 to 251, inclusive, of said Miscellaneous Records, and

WHEREAS, Declarant did on the 6th day of June, 1978, execute a THIRD AMENDMENT to said Declaration, which said Third Amendment was recorded on the 9th day of June, 1978, in Book 598 at Pages 481 to 483, inclusive, of said Miscellaneous Records, and

WHEREAS, Declarant now desires to amend said Declaration and First, Second and Third Amendments by this Fourth Amendment thereto;

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following additional 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, to-wit:

FIFTH AMENDMENT
TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS FIFTH AMENDMENT to Declaration Covenants, Conditions and Restrictions made on the date hereinafter set forth by the owners as of the date hereof of more than ninety percent (90%) of all the lots contained in the following-described real estate, to-wit:

Lots 300 through 325, inclusive, and Outlots 1 through 4, inclusive, all in Woodhaven Replat II, a subdivision in Douglas County, Nebraska, being a replat of Lot 267, Woodhaven, a subdivision (sometimes hereinafter called "Properties"),

WITNESSETH:

WHEREAS, a certain DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS was duly executed on the 12th day of July, 1977, (hereinafter referred to as "Declaration") pertaining to and made binding upon said above-described real estate according to the terms and provisions thereof, which said Declaration was recorded on the 18th day of July, 1977, in Book 583 at Pages 727 to 734, inclusive, of the Miscellaneous Records in the Office of Register of Deeds for Douglas County, Nebraska, and

WHEREAS, said Declaration was subsequently amended by the due execution and recording of the hereinafter described amendments thereto:

1. First Amendment By Addendum, dated October 24, 1977, recorded November 2, 1977, in Book 588 at Pages 691 to 692, inclusive, of said Miscellaneous Records.
2. Second Amendment dated December 15, 1977, recorded January 13, 1978, in Book 592 at Pages 249 to 251, inclusive, of said Miscellaneous Records.
3. Third Amendment dated June 6, 1978, recorded June 9, 1978, in Book 598 at Pages 481 to 483, inclusive, of said Miscellaneous Records.
4. Fourth Amendment dated September 29, 1978, recorded October 2, 1978, in Book 604 at Pages 18 to 20, inclusive, of said Miscellaneous Records.

and

WHEREAS, the undersigned are the owners of more than ninety percent (90%) of the lots subject to said Declaration and the above-noted Amendments thereto, and the undersigned now deem it desirable and necessary to make a further amendment to said Declaration by deleting from said First Amendment thereto the hereinafter cited provisions thereof which deal with restrictions on the occupancy of said properties by individuals having children in their care, custody or control.

NOW, THEREFORE, the undersigned hereby declare as follows:

1. Said First Amendment to said Declaration be and hereby is amended by wholly deleting and eliminating therefrom Paragraph No. 1 thereof in its entirety, including subparagraphs a) and b) of said Paragraph No. 1.

SIXTH AMENDMENT
TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS SIXTH AMENDMENT to the Declaration the Covenants, Conditions and Restrictions made on the date hereinafter set forth by the owners as of the date hereof of more than seventy-five percent (75%) of all the lots contained in the following-described real estate, to-wit:

Lots 300 through 325, inclusive, and Outlots 1 through 4, inclusive, all in Woodhaven Replat II, a subdivision in Douglas County, Nebraska, being a replat of Lot 267, Woodhaven, a subdivision (sometimes hereinafter called "Properties"),

WITNESSETH:

WHEREAS, a certain DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS was duly executed on the 12th day of July, 1977, (hereinafter referred to as "Declaration") pertaining to and made binding upon said above-described real estate according to the terms and provisions thereof, which said Declaration was recorded on the 18th day of July, 1977, in Book 583 at Pages 727 to 734, inclusive, of the Miscellaneous Records in the Office of Register of Deeds for Douglas County, Nebraska, and

WHEREAS, said Declaration was subsequently amended by the due execution and recording of the hereinafter described amendments thereto:

1. First Amendment By Addendum, dated October 24, 1977, recorded November 2, 1977, in Book 588 at Pages 691 to 692, inclusive, of said Miscellaneous Records.
2. Second Amendment dated December 15, 1977, recorded January 13, 1978, in Book 592 at Pages 249 to 251, inclusive, of said Miscellaneous Records.
3. Third Amendment dated June 6, 1978, recorded June 9, 1978, in Book 598 at Pages 481 to 483, inclusive, of said Miscellaneous Records.
4. Fourth Amendment dated September 29, 1978, recorded October 2, 1978, in Book 604 at Pages 18 to 20, inclusive, of said Miscellaneous Records.
5. Fifth Amendment dated April 18, 1980, recorded April 21, 1980 in Book 632 at Page 71 inclusive of said Miscellaneous Records.

and

WHEREAS, the undersigned are the owners of more than seventy-five percent (75%) of the lots subject to said Declaration and the above-noted Amendments thereto, and the undersigned now deem it desirable and necessary to make a further amendment to said Declaration by deleting all of the first five Amendments in their entirety and replacing with the following:

NOW, THEREFORE, the undersigned hereby declare as follows:

1. The following subparagraphs of Section 3, Use Restrictions of Article II of said Declaration, are herewith wholly amended to provide as follows:

- g) No towers or antennas of any kind, regardless of whether used for the purpose of radiating or receiving radio, shortwave radio, television or other communication media waves or signals, shall be installed or maintained on any Lot, or on the roof of any building constructed on any Lot; provided, however, that television antennas may be installed within the interior of private dwellings if same are totally excluded from exterior view **and a single satellite receiving dish no larger than 24 inches in diameter may be installed on the exterior of a residence subject to prior written approval as required by Article V of the Declaration.**

No playground equipment of any kind, such as, but not limited to swings, slides, plastic or other type swimming pools, basketball hoops, will be installed or maintained on any Lot, other than in a location out of public view and more than twenty feet to the rear of the front line of the residence.

- h) No excess or unused building or materials will be kept, stored, or otherwise maintained on any Lot in a location within public view, other than for uses connected and coterminous with approved or permitted construction; and no junk, rubbish, waste material, or other refuse will be abandoned, stored, or otherwise maintained on any Lot. No fences of any kind may be constructed on any Lot, nor on the boundary lines between any two or more Lots; provided, however, that a wooden patio fence may be constructed if construction of same has received the prior written approval thereof required by ARTICLE V of said Declaration. No gardens of any kind, whether vegetable, rock or flower gardens, shall be permitted on any of said Lots at any time, **except Owners may plant shrubs and flowers around the exterior foundation of the residence, limited to a four foot wide strip parallel to the foundation. This strip is not to include any portion of the Common Area. The planting area will have a well defined separation from the lawn area by an edging consisting of metal, rubber, masonry, treated wood or like material. Any such planting around the perimeter of the residence must have prior approval as required by ARTICLE V of the Declaration.**

Necessary landscape renovation and relocation and/or repair of underground sprinkler system, utilities, TV cable installation, etc. as a result of owner-initiated planting will be accomplished at the direction of an Association Management representative and at full cost to the owner.

- i) No birds, livestock, poultry, or animal other than domesticated noncommercial pets will be bred, kept, or otherwise maintained on any Lot. With reference to canine and/or feline pets, **all animals and pets must be licensed and vaccinated per the requirements of the Nebraska Humane Society and either have a micro chip identification device or wear a collar and tag.** No birdhouses of any kind shall be constructed or maintained on any Lot, either as freestanding structures, or attached to the exterior of any private dwelling. **With reference to canine and/or feline pets, in no event shall an Owner have, keep or maintain on a Lot at any one time more than a total of two such pets, regardless of whether both are dogs, or both are cats, or one of each.**

All owners are responsible for the removal of animal waste and if owners fail to remove said waste, after ten (10) days formal written notice, the Association may arrange for waste removal and charge the cost to said owner.

No dog houses or exterior structures for housing animals or pet are allowed.

- j) An Owner may have the right to lease his or her Living Unit subject to the following restrictions, provided that the lease is in writing and is in all respects subject to the covenants, conditions, restrictions, limitations and uses provided in this Declaration and the By-Laws:**

No Living Unit shall be rented or leased for transient or hotel purposes (viv., rental for any period less than 30 days, or any rental if occupants are provided customary hotel services).

Restrictions on Leasing.

- (i) Prior to an Owner leasing or offering to lease his or her Properties to any third party (someone other than an Owner's Family Member), such Owner shall obtain a designation from the Board of Directors of the Association (the "Board of Directors") stating that such Owner may lease his or her Properties to third parties (a "Designation"). The Board of Directors shall keep, or cause to be kept, a list of those Properties having received a Designation and in no event shall the Board of Directors allow more than six (6) Properties to have a Designation at any one time.**
- (ii) An application for a Designation must be in writing to the Board of Directors (an "Application") and may be made by a current Owner of a Property or by a buyer of a Property under a written purchase agreement to purchase a Property (a "Buyer"). Such Application may be made (a) by a Buyer not more than sixty (60) days prior to the closing date of such purchase or (b) by an Owner of a Property so long as the Owner or any Family Member of an Owner is not living in such Property on or after the sixtieth (60th) day after such Application. In the event an Application is made by a Buyer, the Designation shall be to and in favor of such Buyer.**
- (iii) A Designation shall terminate (i) upon the sale of a Property by an Owner who has obtained a Designation for such Property, (ii) upon an Owner or an Owner's Family Member occupying such Property on or after the sixtieth (60th) day after an Application is presented to the Board of Directors, or (iii) if a Buyer has not obtained fee title to a Property more than sixty (60) days after presenting an Application to the Board of Directors. An Owner may voluntarily remove a Designation from his or her Property at any time by giving written notice to the Board of Directors. Upon the request of any Owner, but no more than once each calendar quarter, the Board of Directors shall demand proof from an Owner of a Property with a Designation to furnish proof that the Owner or an Owner's Family Member does not occupy such Property in violation of this sub-section (j). Such proof may be in the form of an affidavit to the Board of Directors signed by the Owner and the Board of Directors shall be allowed, but not required, to rely on such affidavit evidence without further investigation.**
- (iv) Notwithstanding the foregoing, nothing in this sub-section (j) shall limit the occupation of a Property by a Family Member of an Owner.**

For purposes of this sub-section (j), a "Family Member" shall be limited to the children, grandchildren, parents and siblings of an Owner.

Any Properties leased or unoccupied and intended to be leased to a person or persons, other than to a Family Member (as defined above) of an Owner, as of the effective date of this Amendment shall be deemed to have a Designation as defined above. In the event more than six (6) Properties are leased as of the effective date of this Amendment, all of such Properties shall be deemed to have a Designation, notwithstanding any prohibition to the contrary set forth in this Amendment above. Such allowance of additional Designations shall be effective upon the effective date of this Agreement and shall continue until such additional Designations are terminated.

2. Section 1 and Section 4 of ARTICLE IV of said Declaration are herewith wholly amended to provide as follows:

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 therefore, 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 (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. All subsequent purchasers shall take title subject to said lien and shall be bound to inquire of the Association as to the amount of any unpaid assessment.

Each such assessment, together with interest (**or reasonable late fees as established by the Association**), costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such 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 4. Annual Assessment Determination. The Board of Directors of the Association will fix the annual assessment or charges at an amount sufficient to meet the needs of the Association for the purposes described herein. Said Board of Directors has the authority and discretion to levy annual assessments or charges against the vacant Lots in lesser amount than the assessments or charges levied against the Lots upon which a dwelling has been constructed.

3. Section 2 and Section 3 of ARTICLE IV of said Declaration are within wholly amended to provide as follows:

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, maintenance and insurance of the Common Area, and for exterior maintenance upon each lot to the limited extent hereinafter provided in Section 3 of the Article IV.

BY-LAWS
OF
WOODHAVEN TOWNHOMES, INC

ARTICLE I

NAME AND LOCATION. The name of the corporation is Woodhaven Townhomes, Inc., hereinafter referred to as the "Association". The principal office of the corporation shall be located at 600 Continental Building, 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 Woodhaven Townhomes, Inc., a Nebraska nonprofit corporation, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more person or entities, of a 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 3. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions, including the First Amendment by Addendum thereto (hereinafter called the "Declaration"), which said real property includes all of Woodhaven Replat II, a subdivision in Douglas County, Nebraska, and such additions to said subdivision as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property owned or leased by the Association for the common use and enjoyment of the owners and/or members of the Association.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties (except the common area).

Section 6. "Declarant" shall mean and refer to BYRON REED COMPANY, INC., a Nebraska corporation, 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. "Member" shall mean and refer to every owner.

ARTICLE III

MEETING OF MEMBERS

Section 1. Annual Meetings. The annual meeting of members shall be held during the month of January of each year at such time and place as the Board of Directors shall determine. Not less than ten nor more than fifty days' notice of all meetings, annual or special, shall be given to all members of record.

Section 2. Quorum. Except as otherwise provided in Article IV, Section 6 of the Declaration, a quorum shall consist of at least 10 percent of each class of members, but a lesser number may adjourn the meeting from time to time without notice other than

announcement at the meeting until a quorum shall be present or be represented. The vote of a majority of members present at any meeting at which there is a quorum shall be required to constitute an action by the members, unless otherwise provided by the Declaration of Articles.

Section 3. Special Meetings. Special membership meetings may be called by any officer, by a majority of the directors, or by the written order of 10 percent of the members.

Section 4. Proxies. Members may vote either in person or by written proxy filed with the Secretary at least one day prior to the date of the meeting.

ARTICLE IV

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of three (3) Directors, who need not be members of the Association. The number of directors may be increased by any multiple of three by amendment of these By-Laws.

Section 2. Term of Office. At the first annual meeting, the members shall elect one-third (1/3) of the entire Board for a term of one year, one-third (1/3) of the entire Board for a term of two years, and one-third (1/3) of the entire Board for a term of three years; and at each annual meeting thereafter the members shall elect one-third (1/3) of the entire Board for a term of three years.

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 a majority vote of 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 shall be appointed by the Board of Directors prior to each annual meeting of the members, the serve from the close of such 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 may be held without notice, at such place and hour as may be fixed from time to time by resolution of the Board.

Section 2. Special Meetings. Special meetings of the Board of Directors may be called by the President of the Association, or by any two directors, on one (1) day's 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, either regular or special, at which a quorum is present shall be regarded as the act of the Board.

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 members at the annual meeting of the

- members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) 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 at least thirty (30) days in advance of each annual assessment period;
 - (2) send written notice of each assessment to every Owner subject thereto immediately following the assessment date; 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 the 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 or leased 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.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. 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. The Board may from time to time appoint other officers of the corporation and such action of the Board shall constitute an amendment of this By-Law. All officers shall be elected by the Board.

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, or unless he is appointed for a shorter period by the Board.

Section 4. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by 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 5. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 6. 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 by the Board, pursuant to Section 1 of this Article.

Section 7. Duties. The duties of the officers are as follows:

President

(a) The President shall be the Chief Executive Officer of the corporation and 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 the Board.

Treasurer

(d) The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; 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 represented 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 business 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 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 which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after due date, the assessment shall bear interest from the date of delinquency at the rate of nine percent (9%) 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 in proceedings in the nature of a Mechanics Lien foreclosure, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

ARTICLE XII

CORPORATE SEAL

The Association shall have a seal in circular form and shall contain the name of the corporation and the words "Corporate Seal".

ARTICLE XIII

AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the members, by a majority vote of the number of membership votes cast at said meeting.

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 first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.