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<p style="text-align: center;">200900417</p> <p>WASHINGTON COUNTY, STATE OF NEBRASKA</p> <p>RECORDED <u>February 2, 2009</u> AT <u>9:08 A.M.</u></p> <p>BOOK <u>534</u> PAGE(S) <u>579-589</u></p> <p><i>Karen A. Madsen</i></p> <p>REGISTER OF DEEDS</p>	<p>2009 FEB -2 AM 9: 08</p> <p>KAREN A. MADSEN WASHINGTON COUNTY REGISTER OF DEEDS BLAIR, NE</p>
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**AMENDED DECLARATION OF COVENANTS, CONDITIONS AND
 RESTRICTIONS AND EASEMENTS OF RICHLAND ESTATES, A
 SUBDIVISION IN
 WASHINGTON COUNTY, NEBRASKA**

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

WITNESSETH:

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

**Lots One (1), Two (2), Three (3), Four (4) and Five (5), in
 Richland Estates, a Subdivision in Washington County,
 Nebraska.**

WHEREAS, Declarant desires to amend the original Declaration of Covenants, Conditions and Restrictions of Richland Estates, recorded with the Washington County Register of Deeds on the 24th day of October 2005 in Record Book 475, Pages 117-119, hereinafter the "Original Covenants," as set forth herein;

NOW, THEREFORE, Declarant hereby declares that all of the property hereinabove described shall be held, sold and conveyed subject to this Amended Declaration of Covenants, Conditions and Restrictions and Easements of Richland

Estates, A Subdivision In Washington County, Nebraska (hereinafter the "Covenants") which are for the purpose of protecting the value and desirability of, and which shall run with, all of said real property and shall be binding on all parties having any right, title or interest in said properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

SECTION A
Treatment of Original Covenants

All paragraphs of the Original Covenants are hereby ratified and shall be incorporated herein in their entirety. To the extent these Covenants contradict or otherwise conflict with the Original Covenants these Covenants shall supersede the provisions of the Original Covenants. To the extent these Covenants do not contradict nor conflict with the Original Covenants the Original Covenants shall remain in full force and effect. The Original Covenants are hereby ratified as if fully contained herein.

SECTION B
Language of Covenants

The Covenants shall read as follows:

ARTICLE I
DEFINITIONS

SECTION 1. "Association" shall mean and refer to Richland Estates Homeowners Association, a Nebraska nonprofit corporation, its successors and assigns.

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

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

SECTION 3. "Properties" shall mean and refer to:

Lots One (1), Two (2), Three (3), Four (4) and Five (5), in Richland Estates, a Subdivision in Washington County, Nebraska,

together with any such additions thereto as may hereafter be brought within the jurisdiction of the Association.

SECTION 4. "Lot" shall mean and refer to any platted Lot shown upon any recorded subdivision map of the Properties.

SECTION 5. "Declarant" shall mean and refer to all persons and entities signing this instrument, and their successors and assigns.

SECTION 6. "Common Area" shall mean and refer to all property owned by the Association.

ARTICLE II PROPERTY RIGHTS

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

ARTICLE III. HOMEOWNER'S ASSOCIATION

1. The Association. Declarant has caused the incorporation of RICHLAND ESTATES HOMEOWNERS ASSOCIATION, a Nebraska nonprofit corporation (referred to in this Article as the "Association"). The Association has as its purpose the promotion of the health, safety, recreation, welfare and enjoyment of the residents of the Owners, including:

(a) The acquisition, construction, landscaping, improvement, equipment, operation, repair, upkeep and replacement and the maintenance and repair of the Common Area as set forth herein.

(b) The promulgation, enactment, amendment and enforcement of rules and regulations relating to the use and enjoyment of Richland Estates, provided always that such rules are uniformly applicable to all Members.

(c) The exercise, promotion, enhancement and protection of the privileges and interests of the residents of Richland Estates; and the protection and maintenance of the residential character of Richland Estates.

2. Voting: The Association may suspend the voting rights of an Owner for any period during which any assessment against such Owner's Lot remains unpaid, and for any period not to exceed 60 days for any infraction by any such Owner, or members

or such Owner's family, or guests or tenants of such Owner, of the published rules and regulations of the Association.

3. Parking Rights: Ownership of any Lot shall entitle the Owner or Owners thereof to such parking rights as shall be permitted under local ordinances and as may be permitted by the Covenants.

4. Additional Lots. Declarant reserves the right, without consent or approval of any Owner or member, to expand the property to which this Declaration is applicable to include additional residential lots in any subdivision which is contiguous to any of the Lots. Such expansion may be affected from time to time by the Declarant by recordation with the Register of Deeds of Washington County, Nebraska, of an Amendment of Declaration, executed and acknowledged by Declarant, setting forth the identity of the additional residential lots which shall become subject to this Declaration.

5. Membership: Every Owner of a Lot which is subject to assessment shall be a member of the Association. Each Lot Owner is empowered to enforce the covenants and is entitled to one vote. Membership shall be appurtenant to and shall not be separated from ownership of any Lot which is subject to any assessment.

A. Members holding 60% of the votes entitled to be cast represented in person or by proxy shall constitute a quorum.

6. Purposes & Responsibilities: The Association shall have the powers conferred upon nonprofit corporations by the Nebraska Nonprofit Corporation Act, and all powers and duties necessary and appropriate to accomplish the Purposes and administer the affairs of the Association. The powers and duties to be exercised by the Board of Directors, and, upon authorization of the Board of Directors, by the Officers, shall include but shall not be limited to the following:

(a) The landscaping, mowing, repair and maintenance of the Common Area or such Lots as may be approved and authorized by the Board of Directors.

(b) The enforcement of these Covenants and Declarations and all amendments thereto.

(c) The fixing, levying, collecting, abatement, and enforcement of all charges, dues, or assessments made pursuant to the terms of this Declaration.

(d) The expenditure, commitment and payment of Association funds to accomplish the purposes of the Association including, but not limited to, payment for purchase of insurance covering any improvement to a Lot against property damage and casualty, and purchase of liability insurance coverages for the Association, the Board of Directors of the Association and the Members.

(e) The exercise of all of the powers and privileges, and the performance of all of the duties and obligations of the Association as set forth in this Declaration, as the same may be amended from time to time.

(f) The acquisition by purchase or otherwise, holding, or disposition of any right, title or interest in real or personal property, wherever located, in connection with the affairs of the Association.

(g) The deposit, investment and reinvestment of Association funds in bank accounts, securities, money market funds or accounts, mutual funds, pooled funds, certificates of deposit or the like.

(h) The employment of professionals and consultants to advise and assist the Officers and Board of Directors of the Association in the performance of their duties and responsibilities for the Association.

(i) General administration and management of the Association in the performance of their duties and responsibilities for the Association.

(j) The doing and performing of such acts, and the execution of such instruments and documents, as may be necessary or appropriate to accomplish the purposes of the Association.

(k) The carrying out of the duties and obligations that are contained in the Bylaws of the Association.

7. Mandatory Duties: The Association shall be solely responsible to employ and hire companies to perform the following outdoor maintenance: (1) snow removal from Association walks and drives; (2) mowing of front, back and side of the Common Area; (3) removal of all grass, leaves and yard waste; and (4) all other exterior maintenance necessary to ensure uniformity and quality of the outdoor appearance of the Common Area as may be approved and authorized from time to time by the Board of Directors.

8. Creation of the Lien and Personal Obligation of Assessments. The Declarant hereby covenants for each Lot and for each Owner of any Lot, by actual agreement of the Owner or by acceptance of a deed therefore or by entering into a contract for the purchase thereof, whether or not it shall be so expressed in such deed or in such contract, that it is, and shall be, deemed to covenant and agree to pay to the Association:

- (1) Special assessments for capital improvements, and
- (2) Assessments for exterior maintenance and other operational expenses with respect to each Common Area or Lot as deemed necessary by the Association,

as such assessments shall be established and collected as hereinafter provided. The special assessments and assessments together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment shall be made. Each such assessments, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person, persons, or entity who, or which, was the Owner of the property at the time when the assessment became due. The personal obligation for delinquent assessments shall not pass to such Owner's successors in title, unless expressly assumed by them.

9. Purposes of Assessments. The assessments levied by the Association shall be used exclusively to promote the health, safety, recreation and welfare of the residents in the Properties, the enforcement of the Covenants and such other obligations as may be from time to time approved and authorized by the Board of Directors.

10. Assessments. The Board of Directors shall have the authority to levy and assess from time to time against a Lot any maintenance Assessment for the purpose of meeting the requirements of these Covenants.

11. Special Assessment for Capital Improvements. The Association may levy special assessments from time to time against a Lot for the purpose of meeting the requirements of Section 13 herein and for any other costs of any construction, reconstruction, repair or replacement of any capital improvements on or within the Common Area, provided that any such assessment shall have the consent of 80% of the votes of the Owners, who shall vote in person or by proxy at a meeting duly called for such purpose.

12. Notice and Quorum for Any Action Authorized. Written notice of any meeting called for the purpose of taking any action authorized under these Covenants shall be sent to all Members not less than 10 days nor more than 50 days in advance of such meeting. At the first such meeting called, the presence of Members, in person or by proxy, entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum.

13. Rate of Assessment. The assessments shall be paid prorata by the Owners of all Lots based upon the total number of Lots; provided, however, the board of directors of the Association may equitably adjust such prorations if it determines that certain Lots on which all of the improvements are not yet completed do not receive all of the benefits for which such assessments are levied. The assessments may be collected on a monthly or other periodic basis by the Association. The Board of Directors of the Association shall fix the amount of the monthly or other periodic assessments against each Lot. Written notice of the assessment shall be sent to every Owner subject thereto. The dates payments are due shall be established by the Board of Directors. The special assessments for capital improvements shall only be assessed against the Lot for which the costs of such construction, reconstruction, repair or replacement of any capital improvements

occurs, unless such capital expenditures are with regard to the Common Area, in which case the costs shall be split equally between the Lots. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association, setting forth whether or not all assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments, on a particular Lot shall be binding upon the Association as of the date of its issue by the Association.

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

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

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

- (a) All buildings are to be Neutral or Earth Tone colors. Any building materials stored on a Lot shall be covered with similar Neutral or Earth Tone colors and stored at a distance at least 400 feet from the front property line of such Lot. All exterior lighting, including but not limited to directional lighting, shall be so located, shaded, and of such intensity so as not to become a visual nuisance to any adjoining or nearby Lot owner, and shall be subject to approval of the Board of Directors. No fences or walls shall exceed a height of

six (6) feet. No fences, walls or buildings shall extend beyond the front line of the main residential structure.

- (b) No animals, livestock or poultry of any kind shall be raised or kept on any Lot in the Properties, other than non-exotic household pets, ducks, horses or cows as stated below. In all events, the Owner is required to maintain the Lot in such a fashion that it remains a clean and odor free environment that does not encroach upon other Lots. The Board of Directors shall have sole and complete discretion in determining a violation of the previous sentence. No pet shall be kept, bred or maintained for commercial purposes. Cows shall be limited to two per Lot. Horses shall be limited to three per lot. Ducks shall be limited to 6 per lot. Non-exotic household pets shall be allowed as legally permissible. All unpleasantries created by the household pet shall be the responsibility of the Owner, and Owner shall be obligated to clean up after the animal.
- (c) No noxious, offensive, or illegal activity shall be carried on the Properties, nor shall any trash, ashes or other refuse be thrown, placed, or dumped upon any Lot, nor shall anything ever be done which may be or become an annoyance or nuisance to the neighborhood. No trash incinerators shall be permitted on any Lot. Above-ground trash receptacles shall be kept inside or otherwise sheltered from view of other Lots by fencing, except when exposed for trash pick up purposes. No large trash containers are permitted on the Lots for a period longer than 30 days in any calendar year period without approval of the Board of Directors.
- (d) No advertising signs or billboards shall be permitted on any Lot with the exception of up to two signs per Lot, each of which shall not exceed six square feet in size.
- (e) The construction of permanent barbecue grills shall be permitted so long as such grills do not extend beyond the front line of the main residential structure. The Board of Directors may approve a variance to this restriction.
- (f) No splitting of the Lots shall be permitted.
- (g) No homes shall be constructed unless it is the present intent of the Owner to make that home his or her permanent residence.
- (h) Notwithstanding the first sentence of Paragraph #9 of the Original Covenants, use of a trailer, tent, barn or other outbuilding is allowed as a Temporary Residence. Temporary Residence shall

mean a duration of up to thirty days in any calendar year. Use of a trailer, tent, barn or other outbuilding longer than thirty days shall require approval of the Board of Directors.

- (i) During construction the builder shall use reasonable measures to deter rain from washing mud into the streets or the adjacent Lots.

17. Insurance: The Association may purchase and provide insurance of the type(s) and in the amounts that the Board of Directors deem necessary.

18. Access: Upon reasonable verified notice and a vote of 80% of the Owners of the Association, its officers, employees and agents, and contractors and repairmen designated by the Association, shall have the right to go on any Lot for the purpose of performing maintenance and repair, making inspections and performing the duties of the Association hereunder, and the Association is hereby granted a specific easement for such purposes so long as such actions do not take place earlier than 48 hours after actual notice is received by the Owner.

ARTICLE IV EXTERIOR 7 COMMON AREA MAINTENANCE

SECTION 1. Assessments may be assessed for, but not limited to, the following:

- (a) Maintenance of trees and shrubs, lawns, fencing, gates and other exterior landscaping improvements as originally installed by the Declarant, except such improvements within any Lot or installed by or at the direction of the Owner, which improvements shall be the responsibility of the Owner.
- (b) Operation and maintenance of an underground watering system within the common area.
- (c) Maintenance, repair, snow removal and reconstruction for the roadway, grounds, improvements, and utility improvements within the Common Areas.
- (d) Electrical service for operation of common lighting, gates and other exterior improvements.

SECTION 2. Special assessments may be assessed for, but are not limited to, the following:

- (a) Maintenance, repair, snow removal and reconstruction for the grounds, improvements, roadway and utility improvements within the Common Areas.

ARTICLE V
GENERAL PROVISIONS

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

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

SECTION 3. Amendment. These Declarations may be amended at any time by an instrument signed by the Owners of not less than eighty percent (80%) of the Lots then covered by these Declarations.

SECTION 4. Term. These covenants and restrictions contained in this Declaration shall run with and bind the land in perpetuity.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, have executed this Amended Declaration of Covenants, Conditions and Restrictions this 26 day of November, 2008.

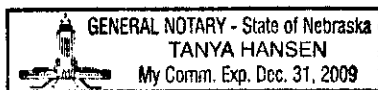
RICHLAND ESTATES HOMEOWNERS
ASSOCIATION, a Nebraska Non-
Profit Corporation, Declarant

By: James D. Houser
James D. Houser, President

STATE OF NEBRASKA)
)SS.
COUNTY OF DOUGLAS)

Before me the undersigned, a notary public, personally came James D. Houser, President of Richland Estates Homeowners Association, a Nebraska Non-Profit Corporation, to me personally known to be the Declarant, and acknowledged the execution of the above to be his voluntary act and deed on behalf of Richland Estates Homeowners Association.

WITNESS my hand and notarial seal this 26 day of November, 2008.

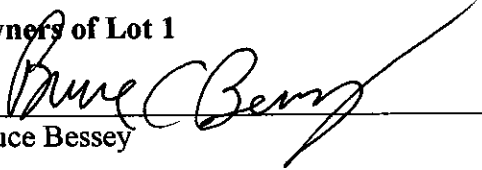



Tanya Hansen
Notary Public Exp: 12/31/09

Certification of Owners:

I hereby certify that I have received a copy of the foregoing AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND EASEMENTS OF RICHLAND ESTATES, A SUBDIVISION IN WASHINGTON COUNTY, NEBRASKA and agree to the provisions thereof.

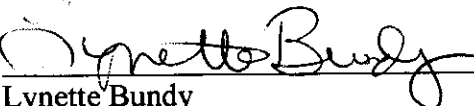
Owners of Lot 1


Bruce Bessey

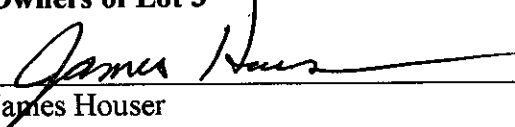

Cheryl Bessey

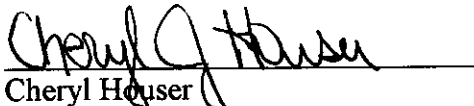
Owners of Lot 2


Chris Bundy

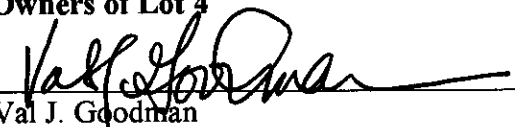

Lynette Bundy


Owners of Lot 3


James Houser

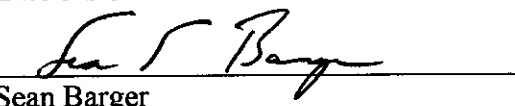

Cheryl Houser


Owners of Lot 4


Val J. Goodman


Rebecca Goodman

Owners of Lot 5


Sean Barger


Melanie Barger