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BOOK 557 PAGE 1

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This declaration, made on the date hereinafter set forth,
by Oakbrook, Inc., a Nebraska Corporation, hereinafter referred to
as "Declarant".

WITNESSETH:

1. WHEREAS, Declarant is the owner of certain real property
more particularly described as:

Lots 1, 2, 3, 4, 5, 6, 8, 9, 10, 11,
12, 13 and 14 in Raven Oaks Replat No. 1
as surveyed, platted and recorded in
Douglas County, Nebraska;

2. WHEREAS, Declarant has filed a Declaration of Covenants,
Conditions and Restrictions binding Lot 7, Raven Oaks Replat No. 1,
Douglas County, Nebraska, said Lot 7, formerly being described
as:

That part of Lot 9, Block 11, Raven Oaks
a subdivision as surveyed, platted and
recorded in Douglas County, Nebraska,
more particularly described as follows:
Commencing at the Southwest corner of
Lot 8, Block 11, Raven Oaks; thence West
along the South line of said Lot 9 (assumed
bearing) for 12.10 feet to the point of
beginning; thence continuing West along the
South line of said Lot 9 for 155.12 feet;
thence North 6°26'30" East for 139.80 feet;
thence South 83°33'30" East for 42.14 feet
to the center of the common party wall; thence
South 6°26'30" West along said center of party
wall for 18 feet; thence South 83°33'30" East
for 112 feet; thence South 6°26'30" West for
104.4 feet to the point of beginning.

Said Declaration of Covenants, Conditions and Restrictions
bear the date of September 30, 1974, and have been filed
at Book 542, Page 515 of the Miscellaneous Records of the Register of
Deeds, Douglas County, Nebraska, and as amended, said amendments being
recorded at Book 556, Page 477, of the Miscellaneous Records, Register
of Deeds, Douglas County, Nebraska;

NOW, THEREFORE, Declarant hereby declares that the property
described above in paragraph 1 (Lots 1, 2, 3, 4, 5, 6, 8, 9, 10, 11,
12, 13 and 14, Raven Oaks Replat No. 1), shall be annexed to the

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property described in paragraph 2 (Lot 7, Raven Oaks Replat, No.1);
said annexation is hereby made pursuant to Article IX, Section 7(b) of
the Declaration of Covenants, Conditions and Restrictions as
recorded at Book 542, Page 515 of the Miscellaneous Records, Register
of Deeds, Douglas County, Nebraska;

AND, HENCEFORTH, unless amended pursuant to the terms of
the covenants, conditions and restrictions, the property known as
Lots 1, 2, 3, 4, 5, 6, 8, 9, 10, 11, 12, 13 and 14, Raven Oaks Replat
No. 1, Douglas County, Nebraska, shall be bound by the terms of the
Declaration of Covenants, Conditions and Restrictions, dated
September 30, 1974, as recorded at Book 542, Page 515,
Miscellaneous Records, Register of Deeds, Douglas County, Nebraska,
and as amended at Register of Deeds, Douglas County, Nebraska, as if
originally included therein, said Declaration and amendments being
incorporated herein by reference;

AND, Lot 7, Raven Oaks Replat No. 1, Douglas County, Nebraska
being the subject property of the Declaration of Covenants, Conditions
and Restrictions, dated September 30, 1974, shall continue
to be bound by said covenants, conditions, and restrictions, as amended,
since Declarant herein does not alter, revoke, amend or modify the
terms of the original Declaration as amended on October 11, 1975,
except to include the additional property as described above.

IN WITNESS WHEREOF, I have hereunto set my hand and seal
on the 24th day of OCTOBER, 1975.



OAKBROOK, INC., Declarant

BY Ralph Weinshlager PRESIDENT

Charles E. Starr

Subscribed and sworn to before me this 24th day of OCTOBER, 1975.



MARK T. STARR
GENERAL NOTARY - State of Nebr.
My Commission Expires
March 29, 1977

Mark T. Starr
NOTARY PUBLIC

My Commission Expires: MARCH 29, 1977

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This declaration, made on the date hereinafter set forth, by Oakbrook, Inc., a Nebraska Corporation, hereinafter referred to as "Declarant".

WITNESSETH:

1. WHEREAS, Declarant is the owner of certain real property more particularly described as:

Lots 1, 2, 3, 4, 5, 6, 7, 8 and 9, in Raven Oaks Replat No. 2, as surveyed, platted and recorded in Douglas County, Nebraska;

2. WHEREAS, Declarant has filed a Declaration of Covenants, Conditions and Restrictions binding Lot 7, Raven Oaks Replat No. 1, Douglas County, Nebraska, said Lot 7, formerly being described as:

That part of Lot 9, Block 11, Raven Oaks, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska, more particularly described as follows: Commencing at the Southwest corner of Lot 8, Block 11, Raven Oaks; then West along the South line of said Lot 9 (assumed bearing) for 12.10 feet to the point of beginning; thence continuing West along the South line of said Lot 9 for 155.12 feet; thence North 60° 26' 30" East for 139.80 feet; thence South 83° 33' 30" East for 42.14 feet to the center of the common party wall; thence South 60° 26' 30" West along said center of party wall for 18 feet; thence South 83° 33' 30" East for 112 feet; thence South 60° 26' 30" West for 104.4 feet to the point of beginning.

Said Declaration of Covenants, Conditions and Restrictions bear the date of September 30, 1974, and have been filed at Book 542, Page 515 of the Miscellaneous Records of the Register of Deeds, Douglas County, Nebraska, and as amended. Said amendments being recorded at Book 556, Page 477, and at Book 581, Page 528, of the Miscellaneous Records, Register of Deeds, Douglas County, Nebraska

3. WHEREAS, Declarant has filed a Declaration of Covenants, Conditions and Restrictions, binding Lots 1, 2, 3, 4, 5, 6, 8, 9, 10, 11, 12, 13, and 14, in Raven Oaks Replat No. 1

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Douglas County, Nebraska, said Declaration of Covenants, Conditions and Restrictions bears the date of October 24, 1975, and was filed at Book 557, Page 1 of the Miscellaneous Records of the Register of Deeds, Douglas County, Nebraska, as amended at Book 556, Page 477 and at Book 581 Page 528, of said Miscellaneous Records of the Register of Deeds, Douglas County, Nebraska.

NOW, THEREFORE, Declarant hereby declares that the property described above in Paragraph 1 (Lots 1, 2, 3, 4, 5, 6, 7, 8 and 9, Raven Oaks Replat 2) shall be annexed to the property described in Paragraphs 2 (Lot 7, Raven Oaks Replat No. 1) and 3 (Lots 1, 2, 3, 4, 5, 6, 8, 9, 10, 11, 12, 13 and 14, Raven Oaks Replat No. 1) said annexation is hereby made pursuant to Article IX., Section 7(b) of the Declaration of Covenants, Conditions and Restrictions as recorded at Book 542, Page 515 of the Miscellaneous Records, of the Register of Deeds, Douglas County, Nebraska;

AND, HENCEFORTH, unless amended pursuant to the terms of the covenants, conditions and restrictions, the property known as Lots 1, 2, 3, 4, 5, 6, 7, 8 and 9, Raven Oaks Replat No. 2, Douglas County, Nebraska, shall be bound by the terms of the Declaration of Covenants, Conditions and Restrictions, dated September 30, 1974, as recorded at Book 542, Page 515, Miscellaneous Records, Register of Deeds, Douglas County, Nebraska, and as amended at the Register of Deeds office, Douglas County, Nebraska, as if originally included therein, said Declaration and Amendments being incorporated herein by reference;

AND, Lots 1 through 14, inclusive, Raven Oaks Replat No. 1, Douglas County, Nebraska, being the subject property of the Declaration of Covenants, Conditions and Restrictions, dated September 30, 1974 and October 24, 1975, shall continue to be bound by said covenants, conditions and restrictions, as amended, since Declarant herein does not alter, revoke, amend or modify

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BOOK 581 PAGE 533

the terms of the original Declaration, as amended, except
to include the additional property as described above.

IN WITNESS WHEREOF, I have hereunto set my hand and
seal this 11 day of May, 1977.

OAKBROOK, INC., Declarant

BY X Ralph Meinershagen
RALPH MEINERSHAGEN, President

ATTEST:

X Ellen D. [Signature]

SUBSCRIBED and sworn to before me this 11 day
of May, 1977.

Lauren M. Whisenand
NOTARY PUBLIC

GENERAL NOTARY - State of Nebraska
LAUREN M. WHISENAND
My Comm. Exp. Aug. 29, 1980

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REGISTERED IN DEEDS
COUNTY OF NEBRASKA

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Book 581
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84 (119-121)

AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

We, the undersigned, representing over ninety (90%) percent of the owners of lots in Raven Oaks Replat I, II and III, Douglas County, Nebraska, covered by the Declaration of Covenants, Conditions and Restrictions filed with the Register of Deeds, Douglas County, Nebraska, at Book 542, Page 515 of the Miscellaneous Records, do hereby amend Section 7 of Article IX as follows:

"No additional property or common areas may be annexed to the property."

This amendment is made pursuant to Section 6 of Article IX of the aforesaid Declaration.

IN WITNESS WHEREOF, the undersigned have executed this Amendment the dates and year set forth below.

OAKBROOK, INC.

By: Ralph Meinershagen
Ralph Meinershagen, President

Joan M. Gunn
Joan M. Gunn

Catherine Arnold
Catherine Arnold

David E. Cornell
David E. Cornell

Gary U. Clous
Gary U. Clous

Norman L. Dittman
Norman L. Dittman

Marla (Norton) Dittman
Marla (Norton) Dittman

Paul R. Ely
Paul R. Ely

Ella O. Ely
Ella O. Ely

William M. Engelsman
William M. Engelsman

Karen E. Engelsman
Karen E. Engelsman

Roger C. Iliff
Roger C. Iliff

Marjorie A. Iliff
Marjorie A. Iliff

Donald L. McGonigal
Donald L. McGonigal

Ruth M. McGonigal
Ruth M. McGonigal

Ralph F. Meinershagen
Ralph F. Meinershagen

Alma L. Meinershagen
Alma L. Meinershagen

George W. Moultrie
George W. Moultrie

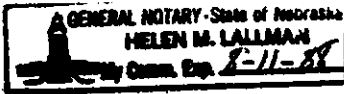
Ila Jean Moultrie
Ila Jean Moultrie

Walter Slack
Walter Slack

Liane Mann Slack
Liane Mann Slack

<u>Allen L. Morrow</u> Allen L. Morrow	<u>Nadine H. Morrow</u> Nadine H. Morrow
<u>Helen E. Varner</u> Helen E. Varner	<u>Ellen H. Gast</u> Ellen H. Gast
<u>Stephanie K. Gillespie</u> Stephanie K. Gillespie	<u>Emma Lou Grau</u> Emma Lou Grau
<u>R. Celeste Grossman</u> R. Celeste Grossman	<u>Rosemary D. Reeves</u> Rosemary D. Reeves
<u>Mary M. Rieke</u> Mary M. Rieke	<u>Gertrude M. Severin</u> Gertrude M. Severin
<u>Donald R. Stewart</u> Donald R. Stewart	<u>Elinor Zents</u> Elinor Zents
<u>Ray M. Jansen</u> Ray M. Jansen	

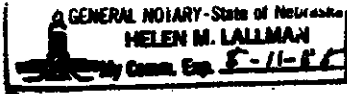
STATE OF NEBRASKA)
: ss.
COUNTY OF DOUGLAS)



BE IT KNOWN that on this 21st day of September, 1986, before me, a Notary Public duly commissioned, qualified and acting in and for said County and State, personally appeared the above named Ralph Meinershagen, to me known to be the President and identical person whose signature is affixed to the foregoing instrument as President of Oakbrook, Inc., a Nebraska corporation, and he acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of said corporation.

Helen M. Lallman
Notary Public

STATE OF NEBRASKA)
: ss.
COUNTY OF DOUGLAS)



BE IT KNOWN that on this 21st day of September, 1986, before me, a Notary Public duly commissioned, qualified and acting in and for said County and State, personally appeared the above named OWNERS, to me known to be the identical persons whose names are affixed to the foregoing instrument, and they acknowledged the execution thereof to be their voluntary act and deed.

Helen M. Lallman
Notary Public

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BK 789 PP 88-1920 PS C/O FEE 26.50 NT
PG 621-625 N DEL 11/9 MC B.C.
OF Deed COMP F/B

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1986 SEP 23 PM 2:00
GEORGE L. HARRIS
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This Declaration, made on the date hereinafter set forth, by Oakbrook, Inc., a Nebraska Corporation, hereinafter referred to as "Declarant", and the owners of one or more lots of the real property described below as set opposite their name in the signature line of this Declaration, hereinafter referred to as "Owners".

WITNESSETH:

WHEREAS, Declarant and Owners are the record owners of the real property, more particularly described as follows:

OF-32101 Lots 1, 2, 3, 4, 5, 7, 8, 9, 10, 11, 12, 13 and 14 in Raven Oaks 83-529
 Replat No. 1, and Lots 1, 2, 4, 5, 6, 7, 8 and 9 in Raven Oaks 83-537
 OF-32102 Replat No. 2, and Lots 5, 6 and 10 in Replat No. 3 and Lots 1, 2, 3, 4, 5 and 6 in Replat No. 4, as surveyed, platted and recorded OF-32103 83-19
 in Douglas County, Nebraska; and L OF-32104 Camp

WHEREAS, Declarant and Owners desire to create thereon, a suburban residential development, including townhouses, duplexes and single family houses, with recreational facilities, open spaces and other common facilities for the social and recreational benefit of the residents of said development; and

WHEREAS, Declarant and Owners desire to provide for the preservation of the natural rustic nature of the development and for the maintenance of the recreational facilities, playgrounds, open spaces and other common facilities, and to this end desire to subject the aforesaid real property to the covenants, restrictions, easements and charges hereinafter set forth, each and all of which is and are for the benefit of said property and each of the Owners thereof; and

WHEREAS, Declarant and Owners have deemed it desirable, for the efficient preservation of the values and amenities in said community, to create an agency to which should be delegated and assigned the powers of maintaining and administering the development properties and facilities, administering and enforcing the covenants and restrictions, and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Declarant did incorporate under the laws of the State of Nebraska a nonprofit corporation, known as the Oakbrook Home Association, for the purpose of exercising the functions aforesaid; and

WHEREAS, Declarant and Owners desire to abrogate the Declaration of Covenants, Conditions and Restrictions, and all amendments thereto filed in the Miscellaneous Records, Register of Deeds, Douglas County, Nebraska, at the following Books and Pages:

Book, 542, Page 515	Book 581, Page 531	Book 681, Page 91
Book 556, Page 477	Book 658, Page 727	Book 681, Page 93
Book 556, Page 1	Book 658, Page 728	Book 658, Page 647
Book 581, Page 528		

NOW, THEREFORE, Declarant and Owners hereby declare the aforesaid Declaration of Covenants, Conditions and Restrictions and all of the aforesaid amendments there- to to be abrogated and null and void and without further force and effect. The De- clarant and Owners hereby declare that all of the properties shall be held, owned and occupied subject to the following covenants, conditions, restrictions, ease- ments, and charges hereinafter set forth from date hereof:

ARTICLE 1
DEFINITIONS

Section 1. "Association" shall mean and refer to Oakbrook Home Association, its successor and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons, of one or more residential building lots which are a part of the prop- erties.

Section 3. "Member" shall mean and refer to every person who holds member- ship in the Association.

Section 4. "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 5. "Common Area" shall mean all real property owned by the Associa- tion, or upon which the Association possesses perpetual rights by way of easement, license or grant, for the common use and enjoyment of the members. The initial common area shall consist of the following property:

Lots 13 and 14, Raven Oaks Replat No. 1, Douglas County Nebraska, and

Lot 9, Raven Oaks Replat No. 2, Douglas County, Nebraska

Lot 10, Raven Oaks Replat No. 3, Douglas County, Nebraska.

Section 6. "Lot" shall mean and refer to an residential plot of land on which a townhouse, duplex or single family dwelling is located or to be located.

Section 7. "Declarant" shall mean and refer to Oakbrook, Inc., its successors and assigns, if such successors and assigns shall succeed to all right, title and interest of Oakbrook, Inc., in and to the properties.

ARTICLE II
PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Every Owner shall have the right and easement of enjoyment in and to the Common Area in common with others which shall be appurtenant to and shall pass with the deed to every Lot from Oakbrook, Inc., its successors and assigns, subject to the following provisions:

(a) The right of the Association to charge reasonable admission and other fees to Members and guests for the use of any recreational facility will be limited to Members and their guests, and to otherwise impose reasonable limitations on the use thereof;

(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 sixty (60) days for any infraction of its published rules and regulations;

(c) The right of the Association, in accordance with its Articles of Incorporation and By-Laws, to borrow money for the purpose of improving the Common Area and facilities;

(d) Property rights are as follows:

1. The right of the Declarant and the Association to grant easements, including those presently of record, to Public Utilities and Sanitary and Improvement District No. 142 of Douglas County, Nebraska and their successors and assigns for the purposes of construction, installation and maintenance of access of service roads, utility lines, mains and equipment installation for the common benefit of the inhabitants of the Properties.
2. The Declarant shall give a Warranty Deed to the Association on the Common Area within a Raven Oaks Replat upon the final sale of all Lots owned by the Declarant in that particular Raven Oaks Replat.
3. The right of the Declarant and the Association to grant easements including those presently of record, for construction, installation and maintenance of access roads, drives and walks thru and/or over the Common Areas, landscaping amenities and appurtenances thereto after the Common Area in that particular Raven Oaks Replat has been legally transferred from the Declarant to the Association.
4. The right of the Declarant to grant easements, including those presently of record, for construction, installation and maintenance of access and service roads, drives and walks through and/or over the Common Areas that have not legally been transferred from the Declarant to the Association. The Declarant further has right to grant easements and/or permission to construct, install and maintain waterways thru, under and/or over the Common Areas that have not legally been transferred from the Declarant to the Association, for the purpose of surface drainage. The Declarant further has the right to change the grade and shape the land in the Common Areas that have not legally been transferred from the Declarant to the Association, to better blend and meet the grades of Lots that are being built on or to be built on. The Declarant further has right to grant easements in and over the Common Areas that have not legally been transferred from the Declarant to the Association for landscaping amenities and appurtenances thereto. In no event shall the total area of the common ground be reduced in excess of 20% as a result of any rights stated herein of the Declarant and/or the Associations.

5. In the event errors are made during the planning of Oakbrook Properties, Replats of Raven Oaks, by the engineers, planners, builders, planning boards or others, which said errors are or become a violation of the present Omaha Municipal Code, zoning Ordinance or rule and regulations of any other governing body that has jurisdiction over Properties in Oakbrook Replats of Raven Oaks, a Subdivision as surveyed, platted and recorded in Douglas County, Nebraska, the Declarant or the Oakbrook Home Association in that event shall have the right to correct those errors and/or to give permission to correct them so that property owners in Oakbrook will be in compliance with rules and regulations of the governing bodies. If making such corrections require increasing the size of any Lots, the written permission shall be obtained from the owner of that Lot. If making such corrections requires reducing the area of the common grounds, in no event shall the total area of said common ground be reduced in excess of twenty percent (20%) as the result of any rights stated herein or in any other amendments to the original Declaration of Covenants, Conditions and Restrictions dated September 30, 1974 and recorded October 1, 1974.

(e) The right of the Association to allow placement of compressors and related air conditioning equipment on the Common Area for the benefit of dwellings on adjacent Lots;

(f) The right of the Declarant to relocate and modify the size of the residential Lots surrounded by the Common Area prior to construction on each said Lot of a cluster townhouse dwelling unit, duplex, or single family dwelling unit; provided, that in no event shall the total area of the Common Area be reduced in excess of twenty percent (20%) as a result thereof.

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 or guests on his Lot, subject to such rules and regulations as may be adopted by the Board of Directors from time to time, establishing reasonable restrictions on such delegated use.

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 the ownership of any Lot which is subject to assessment.

Section 2. Each Owner shall be entitled to one vote for each residential Lot owned. When more than one person holds an ownership 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.

ARTICLE IV

ASSESSMENTS

Section 1. Covenant to Pay Assessments; Nature of Obligation. The Owner

of each Lot within the Properties, whether owned under a Deed or under a Purchase Agreement therefor, hereby covenants, whether or not it shall be so expressed in said Deed or Purchase Agreement, is deemed to covenant and agrees to pay to the Association assessments for such purposes and in such amounts as hereinafter provided. The assessments, together with interest, court costs, and reasonable attorney fees incurred in the collection thereof, shall be a charge on the land and shall be a continuing lien upon said property against which each such assessment is made. Each such assessment, together with interest, court costs, and reasonable attorney fees shall also be the personal obligation of the record Owner of such property at the time when the assessment falls due. The personal obligation for delinquent assessments shall not pass to successive Owners unless expressly authorized by the Association and expressly assumed by said successive Owners.

Section 2. Classes of Assessments; Purposes of Each Class; Miscellaneous Provisions. The Board of Directors is empowered to impose upon the Lots contained within Oakbrook (excluding the Common Area) the following classes of assessments, for the purposes, in the amounts, and subject to the terms and conditions as hereinafter established.

A. Basic Annual Assessment

(1) Nature of Assessments: The Board of Directors of the Association shall annually impose a basic assessment against each Lot (excluding the Common Area) situated upon the Properties. This assessment shall be made uniformly among the Lots on which dwellings are built and shall commence as to each Lot on the first month following completion of the dwelling, and the Board of Directors shall determine that date. Assessments on vacant Lots that have been transferred from the Declarant to a new Owner shall be assessed 20% of the fee assessed on Lots on which dwellings are complete, and the assessments on these Lots will start on the date the transfer is made. Lots owned by the Declarant (Oakbrook, Inc.) will be assessed an annual fee of \$5.00 per Lot owned by them, and the assessment will start on the date the additional residential property is annexed to the Properties by the Declarant, and the Lots owned by the Declarant will not receive the maintenance services afforded by the Association to the other Members. If a vacant Lot owned by a Member requires more service from the Association than normal weed mowing, the Board of Directors shall determine the proper fee to be assessed.

The Board of Directors of the Association may require the Annual Assessments to be paid monthly, quarterly or semi-annually.

The Board of Directors of the Association may levy in any assessment year, a SPECIAL ASSESSMENT, applicable to that year only, for the purpose of defraying additional general or normal expenses. This Special Assessment can not exceed twenty percent (20%) of the annual fee on each Lot without the approval by two-thirds (2/3) of the votes cast for said special assessment.

The Board of Directors shall fix the amount of the annual assessment against each Lot at least 30 days before each annual assessment period. Written notice of said assessments shall be sent to every Owner subject thereto. The due dates shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors.

(2) Purposes of Assessment. The funds acquired by the Association from the basic annual assessment shall be devoted to maintenance and improvement of the Common Area; payment of taxes and insurance on the Common Area; employment of personnel to discharge such security and maintenance functions as shall be directed by the Board of Directors, such as lawn care for all Lots, except Lots owned by Declarant, and the Common Area; snow removal from driveways and sidewalks; and such other expenses as may be incurred in the interest of the health, safety, welfare and social and recreational interest of the residents of Oakbrook, as determined by the Board of Directors to be consistent with the Articles and By-Laws of Oakbrook Home Association.

B. Insurance Assessment

(1) Coverage Requirements. It shall be the responsibility of each Owner to procure and maintain on his dwelling unit, fire and extended coverage insurance. Individual Owners shall obtain such insurance coverage in such amounts and through such carriers as they desire. It is strongly recommended that all Owners of part of a multiple-family structure obtain their insurance coverage from the same carrier. This will minimize difficulties which may arise in the settlement of a claim for damage to the property.

C. Special Assessment for Capital Improvements

(1) Application of Funds; Approval Required. 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 cast for such assessment, either in person or by proxy at a meeting duly called for this purpose. The term "capital improvements" shall include recreation-oriented facilities

(swimming pool, tennis courts, club house and similar amenities), as well as other buildings and physical improvements of a cost in excess of \$200.00, constructed, erected or placed upon the Common Area for the general benefit and enjoyment of the residents of Oakbrook.

(2) Rate of Assessment. Special assessments for capital improvements shall be fixed at a uniform rate for all Lots.

D. Default Assessments

(1) Definition. Default assessments shall consist of any charges, liens or assessments, including but not limited to basic annual assessments, insurance assessments and special assessments for capital improvements, for which timely payment is not made by the Owner to the Association. Any assessment not paid within thirty (30) days after the due date shall be deemed a default assessment and shall bear interest from the date due until paid at the rate of nine percent (9%) per annum.

(2) Rights of the Association. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property when, in its discretion, it deems such action appropriate. 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 3. Notice and Quorum Requirements. Written notice of any meeting called for the purpose of taking any action authorized under Sections 2A or 2C shall be sent to all Members not less than fifteen (15) days nor more than thirty (30) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast fifty-one (51%) percent of all the votes 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 sixty (60) days following the preceding meeting.

Section 4. Collection of Assessments; Certificate of Payment.

A. Collection. These assessments may be collected on a monthly, quarterly, semi-annual or annual basis, as designated by the Board of Directors.

B. Certificate of Payment; Conclusiveness of Contents. 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. Such certificate shall be conclusive evidence of the facts stated therein.

Section 5. Exempt Property. The Common Area shall be exempt from the assessments established herein.

ARTICLE V

ARCHITECTURAL CONTROL

Section 1. No building, fence, wall, sign, structure, items of landscaping or other improvement of any type or description shall be constructed, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein, including window-mounted air handling or cooling equipment, be made until the plans and specifications showing the size, 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 control committee composed of three (3) or more representatives appointed by the Board.

Section 2. In the event said Board of Directors, or its designated architectural control committee, fails to approve or disapprove such design and location within sixty (60) days after said plans and specifications have been submitted to it, approval will not be required and this Article shall be deemed to have been fully satisfied.

Section 3. A majority vote of the Board of Directors or its designated committee is required for approval or disapproval of proposed improvements.

Section 4. The said Board or its designated committee shall maintain written records of all applications submitted to it and of all actions taken by it.

ARTICLE VI

USE RESTRICTIONS AND EASEMENTS

Section 1. All Lots covered by this Declaration, with the exception of the Common Area, shall be known and described as residential Lots, and shall be used only as residential Lots for single family cluster townhouses, duplexes or single family houses, of conventional construction methods and materials.

Section 2. No noxious or offensive trade or activity shall be carried on upon any Lot covered by this Declaration, nor shall anything be done thereon which may be or become an annoyance or a nuisance to the neighborhood.

Section 3. No house trailer, modular house, basement, tent, shack, barn or other out-building shall be built, erected or placed upon any Lot covered by this Declaration.

Section 4. No camping trailer, travel trailer, boat trailer, motorboat, houseboat, sailboat, canoe, rowboat, motorhome, or other recreational vehicle may be maintained, stored or kept on any of the Lots covered by this Declaration for

for more than fifteen (15) days in any one calendar year, unless housed completely within a structure allowed on said Lots by other provisions contained herein.

Section 5. No animals of any kind shall be kept or maintained on any Lot covered by this Declaration, without the express approval of the Association.

Section 6. No outdoor antenna of any type and for any purpose shall be erected or placed on any Lot covered by this Declaration.

Section 7. No garbage, refuse, rubbish or cuttings shall be deposited on any street, road, or portion of the Common Area, nor on any of the Lots covered by this Declaration unless placed in a suitable container discretely concealed so as to not be visible from other Lots, streets, or the Common Area.

Section 8. The grounds of each Lot and the dwelling located thereon shall be maintained in a neat and attractive manner. Garage doors shall be kept closed at all times except when vehicles are entering or exiting. Snow removal from driveways and sidewalks and care and maintenance of lawn areas within the individual Lot boundaries shall be provided by the Association, provided however, that maintenance of plants, shrubs and similar vegetation placed thereon shall be the obligation of the individual Owner, who shall maintain the same in a neat and orderly condition. Upon the Owner's failure so to do, the Board of Directors of the Association, or its designated architectural control committee may, at its option, and after giving the Owner fifteen (15) days' written notice sent to his last known address, perform such maintenance functions when, and as often as, the same is deemed necessary in its judgment.

Section 9. The cost of such maintenance referred to in Section 8 of this Article, except the cost of the snow removal and lawn care and maintenance such costs being included in the Basic Annual Assessment made pursuant to Article IV, Section 2, subparagraph A, shall be charged against the Lot upon which such maintenance is done and shall be added to and become part of the periodic assessment to which such Lot is subject under Article IV hereof.

Section 10. All single family residences, shall have a minimum interior square footage, excluding garages, of 1,500 square feet on each floor. Provided, however, a split-level design shall be considered as one floor. Provided, further, that the Architectural Control Committee or the Board of Directors of the Association, may waive said requirement.

ARTICLE VII

PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as 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 of liability for property damage due to negligent or willful acts or omissions shall apply thereto.

Section 2. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, the Association shall restore it in accordance with the insurance provision hereof, without prejudice, however, to the right of the Association to call for contribution from the Owner or Owners responsible under any rule of law regarding liability for negligent or willful acts or omissions.

Section 3. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, the Board of Directors shall act as arbitrators of such dispute and the decision of a majority of the directors shall be final and conclusive of the question involved.

ARTICLE VIII

MAINTENANCE OF EXTERIOR OF STRUCTURES ON LOTS

The Owner of each Lot shall be responsible for and shall provide for maintenance and repair of all exterior surfaces of the buildings, party walls and fences located on the individual residential Lots included within the Properties, at such Owner's cost. Such maintenance shall include, but not be limited to, painting or staining of wood surfaces, tuckpointing of mortar, maintenance of exterior doors, repair and replacement of gutters, downspouts, shingles, siding panels and bricks, and exterior glass.

In the event the Owner refuses or fails to provide such maintenance as set out above, the Board of Directors of the Association, or its designated architectural control committee, may, at its option, and after giving the Owner fifteen (15) days' written notice sent to his or her last known address, perform such maintenance functions when, and as often as, the same is deemed necessary in its judgment. The cost of such maintenance referred to in this Article shall be charged against the Lot upon which such maintenance is done, and shall be added to and become a part of the periodic assessment to which such Lot is subject under Article IV hereof.

ARTICLE IX

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 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. Rental and Occupancy. An Owner shall not permit individuals or families to occupy his Lot and the dwelling situated thereon in his absence or in

the absence of the adult members of his immediate family, during a period in excess of one week, without the prior express written consent of the Board. An Owner shall not lease or rent his Lot and the dwelling unit situated thereon without the prior express written consent of the Board. The written consent contemplated in the foregoing sections shall not be arbitrarily or unreasonably withheld, the purpose of this section being rather to protect the Owner and other Owners of Lots situated upon the Properties from misconduct of persons other than Owners occupying individual Lots, which misconduct could give rise to punitive measures by the Board against the Owner of record of the Lot involved.

Section 3. 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 4. Notices. Any notice required to be sent to any member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, post-paid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 5. Maintenance Easement. The Association shall retain an easement upon the exterior surfaces of each dwelling unit, and over any portion of the residential Lots not covered by buildings for purposes of maintenance and repair of exterior building surfaces and yard care and snow removal.

Section 6. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date of recording of this Declaration, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the period from the date of this Declaration to Oct. 1, 1994 by an instrument signed by Owners of not less than ninety percent (90%) of the Lots, and thereafter by an instrument signed by Owners of not less than seventy-five percent (75%) of the Lots. Any amendment must be recorded.

Section 7. No additional property or common areas may be annexed to the property.

DECLARANT:

OAKBROOK, INC.

By: Alma L. Meinershagen
Alma L. Meinershagen, President

OWNERS:

By: Alma L. Meinershagen
Alma L. Meinershagen, President
OAKBROOK, INC.

Joseph P. Reeves
Joseph P. Reeves, President
OAKBROOK HOME ASSOCIATION

OWNERS: (cont.)

Jean M. Gunn
Jean M. Gunn

John C. Lambert
John C. Lambert

Dovie L. Betcke
Dovie L. Betcke

Halmar Murphy
Halmar Murphy

William M. Engelsman
William M. Engelsman

Roger C. Iliff
Roger C. Iliff

Larry L. Fanders
Larry L. Fanders

Lyke C. Burkle
Lyke C. Burkle

Donald L. McGonigal
Donald L. McGonigal

Elia O. Ely
Elia O. Ely

Douglas L. Brunk
Douglas L. Brunk

Barlan E. Randall
Barlan E. Randall

Braymond V. Adams, Jr.
Braymond V. Adams, Jr.

Allan L. Morrow
Allan L. Morrow

Catherine Arnold
Catherine Arnold

Jean Lambert
Jean Lambert

Patrick M. Sporcio, Trust
Patrick M. Sporcio, Trust

Margie L. Murphy
Margie L. Murphy

Karen E. Engelsman
Karen E. Engelsman

Margorie M. Iliff
Margorie M. Iliff

Vita Fanders
Vita Fanders

Linda L. Burkle
Linda L. Burkle

Ruth M. McGonigal
Ruth M. McGonigal

Alma L. Meinershagen
Alma L. Meinershagen

Evita Brunk
Evita Brunk

Ila Jean Moultrie
Ila Jean Moultrie

Elaine D. Adams
Elaine D. Adams

Nadine E. Morrow
Nadine E. Morrow

OWNERS: (cont.)

BOOK 1015 PAGE 678

Helen E. Varner
Helen E. Varner

Ellen H. Gast
Ellen H. Gast

Stephanie K. Gillespie
Stephanie K. Gillespie

Emma Lou Grau
Emma Lou Grau

R. Celeste Grossman
R. Celeste Grossman

Rosemary D. Reeves
Rosemary D. Reeves

Mary M. Riecke
Mary M. Riecke

Gertrude M. Severin
Gertrude M. Severin

Michael A. Nelsen
Michael A. Nelsen

Penelope A. Nelsen
Penelope A. Nelsen

Ray L. Jensen
Ray L. Jensen

Dorothy M. West
Dorothy M. West

STATE OF NEBRASKA)

: ss.

COUNTY OF DOUGLAS)

BE IT KNOWN that on this 25th day of May, 1992, before me, a Notary Public duly commissioned, qualified and acting in and for said County and State, personally appeared the above-named ALNA L. MEINERSHAGEN, to me known to be the President and identical person whose signature is affixed to the foregoing instrument as President of Oakbrook, Inc., a corporation, and she acknowledged the execution thereof to be her voluntary act and deed and the voluntary act and deed of said corporation.

Patrick J. Varner
Notary Public

STATE OF NEBRASKA)

: ss.

COUNTY OF DOUGLAS)

BE IT KNOWN that on this 25th day of May, 1992, before me, a Notary Public duly commissioned, qualified and acting in and for said County and State, personally appeared the above-named OWNERS, to me known to be the identical persons whose names are affixed to the foregoing instrument, and they acknowledged the execution thereof to be their voluntary act and deed.

Patrick J. Varner
Notary Public

Patrick J. Varner

2-26-92

BOOK 1015 PAGE 679

I hereby certify that all signatures
affixed to the document after those affixed
at the Oakbrook Farm association meeting the evening
of Tuesday April 14, 1992 are those of the individuals
Dorothy M. West is the only person refusing to sign
Stephanie K. Hildreth who was present at the
meeting did not sign.

The other two I did not contact as there
are sufficient signatures to meet the ninety percent
requirement.

Eldon E. Severin

State of Neb.
County of Douglas

on this 25th day of May 1992, before me,
a Notary Public, personally appeared
Eldon Severin, to me to be the identical
person who name is affixed to the above
instrument.

RECEIVED

JUN 9 10 25 AM '92
GEORGE J. DUNLAP
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

1992 June 9

Patrick J. Varner
Notary Public



Joseph Reeves
5139 Avenue Oak Dr.
Omaha Neb. 68152

1015 N C/O 1 FEE 85.50
PG 666-629 DUE VK MO 12
OF 1002 COMB 215

L: thru 14 Raven Oaks Replat I
L: thru 9 Raven Oaks Replat II

No : Oakbrook Inc.
Book : To : Amendments to Declaration of Covenants, Conditions and Restrictions
Page ; Whom it May Concern : Dated, Sept., 1, 1981
: Recorded

The Amendments set forth hereinbelow made pursuant to Article IX Section 6, of the original Declaration of Covenants, Conditions and Restrictions, as filed with the Register of Deeds, Douglas County, Nebr., at Book 542 Page 515 of the Miscellaneous Records are hereby declared by the Declarant, Oakbrook Inc. ;

1. Under Article IV, ASSESSMENTS, Section 2, Subparagraph " A " BASIC ANNUAL ASSESSMENTS and as amended Oct., 11, 1975, (filed in Book 556 Page 477) delete Paragraph (1) only and the following is adopted as Paragraph (1) NATURE OF ASSESSMENTS, MISCL., PROVISIONS :

(1) The Board of Directors of the Association shall annually impose a basic assessments against each Lot (Excluding the Common Area) situated upon the properties. This assessment shall be made uniformly among the Lots on which dwellings are built and shall commence as to each Lot on the first month following completion of the dwelling, and the Board of Directors shall determine that date. Assessments on vacant Lots that have been transferred from the Declarant to a Class A member shall be assessed 20% of the fee assessed on Lots on which dwellings are complete and the assessments on these Lots will start on the date the transfer is made. Lots owned by the Declarant (Oakbrook Inc.,) will be assessed an annual fee of \$5.00 per Lot owned by them and the assessment will start on the date the additional residential property is annexed to the Properties by the Declarant, and the Lots owned by the Declarant will not receive the maintenance services afforded by the Association to the Class A members. If a vacant Lot owned by a Class A member requires more service from the Association than normal weed mowing, the Board of Directors shall determine the proper fee to be assessed.

The Board of Directors of the Association may require the Annual Assessments to be paid Monthly, Quarterly or Semi-Annually.

The Board of Directors of the Association May Levy, in any assessment year, a SPECIAL ASSESSMENT, applicate to that year only, for the purpose of defraying additional general or normal expenses. This Special Assessment can not exceed 20% of the annual fee on each lot without the approval of 2/3 of each Class of members.

The Board of Directors shall fix the amount of the Annual assessment against each Lot at least 30 days before each annual assessment period. Written notice of said assessments shall be sent to every owner subject thereto. The due dates shall be established by the Board of Directors.

2. UNDER AMENDMENTS TO DECLARATION filed with the Register of Deeds Douglas County, Nebraska, May 11, 1977 at Book 581 Page 529, DELETE Item 7 ARTICLE X (TRANSFER RESTRICTIONS) No replacement for this Article.

(corporate seal)

/s/ Oakbrook, Inc., Declarant

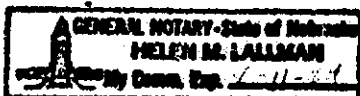
by: Ralph Meinershagen
Ralph Meinershagen, Pres.

Attest; Secretary

Eldon E Severin
Eldon E Severin

Subscribed & Sworn to 9-5-81 before
Date

Eileen Lallman general notary public, State of Nebraska.



658 647

L. then 14 Lower Oak Ridge
L. then 9 Lower Oak Ridge

No : Oakbrook Inc. : Amendments to Declaration
Book : To : of Covenants, Conditions
Page : Whom it May Concern : and Restrictions
: Dated Sept., 1, 1981
: Recorded

The amendments set forth hereinbelow made pursuant to Article IX Section 6, of the original Declaration of Covenants, Conditions and Restrictions, as filed with the Register of Deeds, Douglas County, Nebr., at Book 542 Page 515 of the Miscellaneous Records are hereby declared by the Declarant, Oakbrook Inc., :

1. Under Article IV, ASSESSMENTS, Section 2, Subparagraph " A " BASIC ANNUAL ASSESSMENTS and as amended Oct., 11, 1975, (filed in Book 556 Page 477) delete the three words, (of that lot) in paragraph (1) line 9 in original Article IV, Section 2 Subparagraph " A " and also delete the three words, (of that lot) in the amendment of Article IV Section 2, Subparagraph " A ", in paragraph (1) line 7.

2. UNDER AMENDMENTS TO DECLARATION, FILED with the Register of Deeds, Douglas County, Nebraska, May 11, 1977 at Book 581 Page 529, Delete Item 7 ARTICLE X (TRANSFER RESTRICTIONS) No replacement for this Article.



/s/ Oakbrook, Inc., Declarant

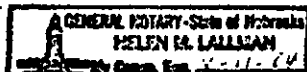
Ralph Meinershagen
Ralph Meinershagen, Pres

Attest : Secretary

Eldon E. Severin
Eldon E. Severin

Subscribed and Sworn to 9-3-81 before
Date

Helen Lallman general notary public, State of Nebr.



RECEIVED
SEP 3 24 PM 3 24
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.
C. HAROLD GASTLIN

658
647
Maid

8-7-81
83-26127
84-11926
83-11926
84-11926

1 Nail