

BY-LAWS OF
LEAWOOD OAKS TOWNHOMES OWNERS ASSOCIATION

A Nebraska Nonprofit Corporation

ARTICLE I.

The name of this corporation is **LEAWOOD OAKS TOWNHOMES OWNERS ASSOCIATION**, hereinafter referred to as the "Association". The principal office of the Association shall be located at 11535 South 36th Street, Bellevue, Nebraska, 68123, but meetings of members and of Directors may be held at such places within or without the State of Nebraska as may be designated by the Board of Directors.

The registered office of the corporation required by the Nebraska Business Corporation Act to be maintained in the State of Nebraska may be, but need not be, identical with the principal office in the State of Nebraska, and the address of the registered office may be changed from time to time by the Board of Directors.

ARTICLE II.

DEFINITIONS

Section 1. "Association" shall mean and refer to Leawood Oaks Townhomes Owners Association, 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 party of the Properties, but excluding those having such interest merely as security for the performance of an obligation, and
- (b) The purchaser, whether one or more persons or entities, 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 purchaser's obligation under the contract.

Section 3. "Properties" shall mean and refer to all of Lots 1 through 30, inclusive, in Leawood Oaks Townhomes, a Subdivision in Sarpy County, Nebraska, as surveyed, platted and recorded, together with such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property (including any improvements thereto or thereon) owned by the Association for the common use and enjoyment of the Owners.

The Common Area to be owned by the Association at the time of the conveyance of the first Lot is described as follows:

Lots 29 and 30, Leawood Oaks Townhomes, a Subdivision in Sarpy County, Nebraska, as surveyed, platted and recorded.

Section 5. "Lot" 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. "Improved Lot" shall mean and refer to any Lot included within the Properties, exclusive of the Common Area, upon which shall be erected a dwelling, the construction of which shall be at least 80% completed, according to the plans and specifications for construction of said dwelling. All other Lots, exclusive of the Common Area, which shall be vacant or upon which shall be erected a dwelling, the construction of which shall be less than 80% completed, according to the plans and specifications for construction of said dwelling, shall be defined as "Unimproved Lots".

Section 7. "Declaration" shall mean and refer to the "Declaration of Covenants, Conditions and Restrictions" applicable to the properties, as recorded in the office of the Register of Deeds of Sarpy County, Nebraska, as from time to time amended.

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

ARTICLE III.

MEETING OF MEMBERS

Section 1. Annual Meetings. The annual meeting of the members shall be held on the third Tuesday, which is not a national holiday, in the month of January in each year, at 6:00 P.M., at 11535 South 36th Street, Bellevue, Nebraska, 68123, and each subsequent regular annual meeting of the members shall be held on the third Tuesday, which is not a national holiday, in each January thereafter at 6:00 P.M. at the principal office of the Association. Notice of such annual meetings of members need not be given.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the President or the Vice President, or by a majority of the Board of Directors, and shall be called by the Secretary of the Association upon receipt by such Secretary of a written request signed by members of the Association owning at least two-thirds (2/3) of the Lots in the Properties, other than Lots constituting Common Area.

Section 3. Notice of Meetings. Written notice of special meetings shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of such Notice, postage prepaid, at least thirty (30) days, but not more than sixty (60) days, in

advance of any such special meeting, to each member entitled to vote thereat, addressed to such member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of such Notice. Such Notice shall specify the place, day and hour of the meeting and the purpose of the meeting. Notice of any meeting may be waived either before or after the meeting.

Section 4. Quorum. Except as otherwise provided in the Articles of Incorporation of this Association, or in the Declaration or in these By-Laws, the presence at any meeting of members, either in person or by proxy, entitled to cast not less than one-fourth (1/4) of the votes of each class membership, shall constitute a quorum. If such quorum shall not be present or represented at any such members' meeting, the members entitled to vote at such meeting shall have the power to adjourn such meeting from time to time without notice other than announcement at the meeting, until a quorum, as aforesaid, shall be present, in person or by proxy.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary of this Association. Each proxy shall be revocable and shall automatically cease when the member giving such proxy shall cease to be an Owner of a Lot, or at such earlier time as shall be specified in such proxy.

Section 6. Action Taken Without Meeting. The members 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 a majority of all of the members. Any action so approved shall have the same effect as though taken at a meeting of the members.

ARTICLE IV.

BOARD OF DIRECTORS

Section 1. The affairs of this Association shall be managed by a Board of not less than three (3) nor more than nine (9) Directors, with the number of Directors to be set initially by the Articles of Incorporation of this Association, and from and after the time of the first meeting of members, by vote of the members at the annual members' meeting.

Section 2. Term of Office. Directors shall be elected for a term of one (1) year, and until their successors shall be elected and qualified. At each annual meeting the members shall elect Directors for the coming year and until their successors shall be elected and qualified.

Section 3. Removal. Any Director may be removed from the Board of Directors, with or without cause, by a majority vote of the votes cast by the members of the Association at any meeting called for such purpose. In the event of death, resignation or removal of a Director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No Director shall receive compensation for any service he

may render to the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

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

Section 6. Directors as Employee. Nothing herein contained shall prevent a Director from also being an employee of the Association, and if any person is serving as a Director and also as an employee of the Association, such person may be compensated as determined from time to time by a majority of the Directors other than the person being compensated.

Section 7. Quorum. A majority of the Directors shall constitute a quorum at any meeting of the Directors and any action taken by a majority vote of the Directors present at any such meeting which has a quorum shall constitute the act of the Directors.

Section 8. Election. Election to the Board of Directors shall be by secret written ballot. Cumulative voting is not permitted. Each member voting may cast as many votes as such member shall be entitled to exercise under the provisions of the Declaration, for each Director to be elected. Persons receiving the largest number of votes shall be elected.

ARTICLE V.

DIRECTORS' MEETINGS

Section 1. Annual Meeting. The annual meeting of the Board of Directors shall immediately follow the annual meeting of the members at which such Directors shall be elected, and at the same place. No notice of such annual meeting shall be required.

Section 2. Special Meetings. Special meetings of the Board of Directors may be called by the President, or by a majority of such Directors, upon three (3) days prior notice of the meeting given personally, by mail, by telephone, or by telegraph. Notice of any meeting may be waived either before or after the meeting.

Section 3. Regular Meetings. No regular meetings of the Board of Directors shall be required.

ARTICLE VI.

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have the 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 and invitees thereon, and to establish penalties for the infraction thereof;

- (b) Suspend any member's voting rights and rights to use of any recreational facilities 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 sixty (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) Employ a manager, an independent contractor, and/or such other employees and/or agents as the Board may deem necessary, and to prescribe their duties and set their compensation.

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

- (a) Cause to be kept a complete record of all of its acts and of the 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 members who are entitled to vote;
- (b) Supervise all officers, agents and employees of the Association; and see that their duties are properly performed;
- (c) As more fully provided in the Declaration, to:
 - (1) Fix the amount of the annual assessments 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 at least thirty (30) days in advance of each annual assessment period;
 - (3) Foreclose the lien against any Lot for which assessments are not paid within thirty (30) days after due date or to bring an action of law against the Owner personally obligated to pay the same.
- (d) Issue, or 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 any such certificate. If a certificate states that an assessment has been paid, such certificate shall be conclusive evidence of such payment;
- (e) Procure and maintain adequate liability and hazard insurance on the property

owned by the Association;

- (f) Cause all officers and/or employees having fiscal responsibilities to be bonded, as the Board may deem appropriate;
- (g) Cause the Common Area to be maintained;
- (h) Perform any other acts necessary to carry out the obligations of the Association, including maintenance of the exterior of residences on Lots in the Properties.

ARTICLE VII.

OFFICERS AND THEIR DUTIES

Section 1. Officers. The officers of this Association shall be a President, a Vice-President, a Secretary and a Treasurer, and such other officers as the Board may from time to time determine.

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 members, except that the first officers shall be elected by the Board at its first meeting after incorporation of this Association.

Section 3. Term. Each officer of this Association shall be elected to hold office for a term of one (1) year and until such officers' successors shall have been elected and qualified, except as to the first elected officers.

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, or to the President or to the Secretary of the Association. Such resignation shall take effect upon delivery thereof 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. Any officer appointed to fill such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 6. Multiple Offices. Any person may hold two (2) or more offices, provided, however, that no person shall at the same time hold the offices of President and Secretary.

Section 7. Duties of Officers:

- (a) The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases,

mortgages, deeds and other written instruments on behalf of the corporation.

- (b) The Vice-President shall act in place of the President in the event of the President's absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.
- (c) The Secretary shall record the votes and keep minutes of all meetings and proceedings of the Board and of the members; shall serve notice of meetings of the Board and of the members; shall keep current records showing the members of the Association together with their addresses; and shall perform such other duties as may be required of him by the Board.
- (d) The Treasurer or any other person designated by the Board of Directors in writing 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, along with any other person designated to sign the same by the Board of Directors; shall keep proper books of account; and shall prepare an annual budget and a statement of income and expenditures of the Association, and shall perform such other duties as may be required by the Board.

ARTICLE VIII.

COMMITTEES

The Board of Directors shall appoint committees as the Board shall deem appropriate in carrying out the purposes of this Association. An Architectural Committee shall be appointed by the Board of Directors for a one (1) year term, and shall be comprised of three (3) or more homeowners who are current in their dues.

ARTICLE IX.

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 a reasonable cost.

ARTICLE X.

INSURANCE

The Association shall purchase and provide insurance with respect to the improvements

(residential structures and related structures) located upon Lots with in the Properties, including the Common Area, if any structures shall be located thereon, in an amount equal to at least eighty percent (80%) of the full replacement value of said improvements or in such amount as shall be required, from time to time, by any mortgage holder, whichever is higher, protecting against losses by fire, lightning, wind storm and other perils covered by standard coverage endorsements, and insurance against such other hazards and in such amounts as shall be determined from time to time by the Board of Directors of the Association. Such insurance, however, shall exclude from coverage all glass, garage doors, entrance doors and personal property belonging to the owner of any such Lot. The Association shall also provide appropriate liability insurance for the Association and its members with respect to the Common Area.

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 Lot against which the assessment is made. Any assessment which is not paid when due shall be delinquent. If any assessment is not paid within thirty (30) days after the due date, such assessment shall bear interest from the date of delinquency at the highest legal rate and 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. Should any part of any assessment remain unpaid for more than sixty (60) days after the due date, the Association may declare the entire unpaid portion of such assessment for said year to be immediately due and payable and thereafter delinquent. No owner may waive or otherwise escape liability for the assessments provided herein by non-use of the Common Area or by abandonment of such owner's Lot.

ARTICLE XII.

NO SEAL

No corporate seal shall be required for the valid execution and delivery of any document or instrument of the corporation.

ARTICLE XIII.

AMENDMENTS

Section 1. These By-Laws may be amended at any regular or special meeting of the members by a vote of a majority of a quorum of members present in person or by proxy.

Section 2. In 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.

FISCAL YEAR

The fiscal year of the Association shall begin on the 1st day of January and end on the 31st day of December of each year, except that the first fiscal year of the Association shall begin with the date of incorporation.

We do hereby certify that the foregoing is a complete, true and correct copy of the By-Laws of the Association as duly adopted and organized and existing under the laws of the State of Nebraska, and that we are the duly elected and qualified officers and directors of such Association.

IN WITNESS WHEREOF, we have hereunto subscribed our names this ____ day of _____, 2004.

OFFICERS:

Robert Bartman, President

Cheryl Welding, Vice President

Karen Burnett, Secretary & Treasurer

DIRECTORS:

Kay Strong, Director

Shirley Evans, Director

Deb Cook, Director

Pam Miller, Director

LEAWOOD OAKS TOWNHOME ASSOCIATION

2006 AMENDMENT TO "AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS DATED MAY 23, 1983 AND RECORDED MAY 23, 1983 IN BOOK 56 OF MISCELLANEOUS RECORDS AT PAGE 313 IN THE OFFICE OF THE REGISTRER OF DEEDS OF SARPY COUNTY, NEBRASKA

WHEREAS, the Declarant, Karter, Inc. under date of 23 May 1983, made and executed a "Declarations of Covenants, Conditions, and Restrictions", which said Declaration of Covenants, Conditions and Restrictions were filed for record on May 23, 1983, in book 56 of the Miscellaneous Records at page 313 in the Office of the Register of Deeds of Sarpy County, Nebraska,

WHEREAS, this does NOT apply to the "1990 Amendment to the Amended Declaration of Covenants, Conditions, and Restrictions Dated May 23, 1983 and Recorded May 23, 1983 in Book 56 of Miscellaneous Records at Page 313 in the Office of the Register of Deeds of Sarpy County, Nebraska." That was filed in Sarpy County Ne. under Instrument Number 90-13637 on September 21, 1990.

NOW, THEREFORE, THE FOLLOWING AMENDMENTS ARE MADE TO THE "AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS" DATED MAY 23, 1983 AND RECORDED SEPTEMBER 21, 1990 AT INSTRUMENT NUMBER 90-13637 IN THE OFFICE OF THE REGISTRER OF DEEDS OF SARPY COUNTY, NEBRASKA:

1. Section 2 of Article II of said "Amended Declaration of Covenants, Conditions and Restrictions" shall be amended to read as follows:

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws of the Association, such Owner's right of easement or enjoyment in and of the Common Area, to the members of such Owner's family, guests of each Owner and tenants of such Owner. In addition, any Owner may, with the permission of the Board of Directors, use a small portion of the Common Area for the beautification of the area such as appropriately planted and maintained flowers, bushes, vegetables, and other such ornamental plants. Owners with such plantings are obligated to maintain the area in a weed-free condition.

2. Section 3 of Article IV of said "Amended Declaration of Covenants, Conditions, and Restrictions" shall be amended to read as follows:

Section 3. Maximum Annual Assessment. The maximum annual assessment shall be \$1,200.00 per Lot without a vote of the membership. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

3. Section 8 of Article IV of said "Amended Declaration of Covenants, Conditions and Restrictions:" shall be amended to read as follows:

Section 8. Effect of Nonpayment of Assessment; Remedies of the Association.

Any assessment not paid within thirty (30) days after the due date shall be deemed delinquent and shall bear interest at the maximum level rate allowable by law in the State of Nebraska. 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 of 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 therein by non-use of the Common Area or by abandonment of such Owner's lot.

4. Article V. Exterior Maintenance, Section d. of said "Amended Declaration of Covenants, Conditions and Restrictions" shall be amended and Section f. shall be added to read as follows:

- d. Maintenance of trees, shrubs, lawns, and other exterior landscaping and improvements will be a minimum of regular mowing and one time a year fertilizing of lawns and one time a year trimming of bushes and trees, except such as may be within the confines of any fenced in area on any Lot.
- f. The Association shall maintain sidewalks, steps, driveways, and retaining walls. The Association shall not maintain patios or decks.

5. Article VIII. Staged Development

This article is hereby deleted.

6. Article IX General Restrictions and Other Provisions, Section 1, a., b., c., d., e., f., g., h of said "Amended Declaration of Covenants, Conditions, and Restrictions" shall be amended and Section 1, i., j., k. shall be added and shall read as follows:

- a. The Protective Covenants recorded in the office of the Register of Deeds in Sarpy County, Nebraska at Miscellaneous Book 53, Page 638, shall continue to be binding until their expiration date of January 1, 2005.
- b. No fences or enclosures of any type or nature whatsoever shall be constructed, erected, placed or maintained on any Lot within the Properties, unless such fences or enclosures shall have first been authorized in writing by the Architectural Committee.

- c. No animals, livestock or poultry of any kind shall be raised or kept on any Lot in the Properties, other than household pets. All pets shall be leashed when outside of the residential structure and patio area. No such pet shall be kept, bred or maintained for commercial purposes.
- d. No outside above-ground trash receptacles or incinerators shall be permitted on any Lot.
- e. No advertising signs or billboards shall be permitted on any Lot with the exception of "for sale" or "for rent" signs that shall not exceed four square feet in size and that must be removed within 15 days of sale or rent of property.
- f. No trailer, recreational vehicle, tent, commercial vehicle, shack, barn or other outbuilding shall at any time be used for human habitation on any Lot in the Properties nor shall any such be stored on the subject properties except in enclosed garages.
- g. No automobile, motorcycle, truck or other vehicle shall be repaired or dismantled upon any of the subject property, except within a garage.
- h. The use of private barbecue grills in the Common Area and the outside use or storage of barbecue grills on any Lot shall be subject to regulation, restriction, or exclusion by the Association.
- i. No awnings or sunscreens of any type shall be affixed to any building or structure on any Lot without the written consent of the Association.
- j. No improper, offensive, or unlawful use shall be made on any part of the Properties. All valid laws, zoning ordinances, and regulations of all Government bodies having jurisdiction over the subdivision shall be observed. Any violation of such laws, zoning ordinances or regulations shall be a violation of this Declaration.
- k. No noxious or offensive activity shall be carried on upon the Properties nor shall any offensive or unsightly appearance shall be maintained or allowed to exist upon the Properties, nor shall any trash, ashes or other refuse be thrown, placed, or dumped upon any Lot or the Common Area, nor shall anything ever be done which may be or become an annoyance or nuisance to the neighborhood. The Association shall have the right to require all owners to place trash and garbage in containers located in areas as may be designated by the Association. No incinerators shall be kept or maintained on any Lot. All rubbish, trash, and garbage shall be regularly removed from the premises and shall not be allowed to accumulate thereon. Trash cans, garbage cans and other receptacles for trash and/or

garbage shall be stored as inconspicuously as possible outdoors so as to not be offensive when viewed from any public street or else stored indoors or else screened from view of any public street and/or sidewalk except for the one day per week specifically designated for garbage and/or trash collection, which must be done by a professional garbage and/or trash hauler.

In addition to the restrictions above, the Association shall have the right to make and to enforce reasonable rules and regulations governing the use of the Lots.

14. Section 3 of Article XIII of said "Amended Declaration of Covenants, Conditions, and Restrictions" shall be amended to read as follows:

Section 3. Amendment. This Declaration may be amended at any time by an instrument signed by the Owners of not less than seventy-five percent (75%) of the Lots then covered by this Declaration. Any such amendment shall be valid only upon its being recorded in the same manner as Deeds shall be recorded at any such time.

15. Section 4 of Article XIII of said "Amended Declaration of Covenants, Conditions, and Restrictions" shall be amended to read as follows:

Section 4. Term. The covenants and restrictions contained in this Declaration shall run with the land, and shall be binding from the date this Amended Declaration is recorded for a period of ten (10) years, after which time they shall be automatically extended for successive periods of ten (10) years each, unless terminated by the owners of not less than seventy-five percent (75%) of the lots then covered by this Declaration.

16. Section 5 of Article XIII of said "Amended Declaration of Covenants, Conditions, and Restrictions" shall be amended to read as follows:

Section 5. This has been deleted.

17. Except as hereinabove provided all other provisions of said "Amended Declaration of Covenants, Conditions, and Restrictions" shall remain in full force and effect.

18. This 2004 amendment shall be effective whenever the same has been signed by not less than 75% of the Owners of the Lots covered by this Declaration.

This agreement may be signed in any number of counterparts, each of which shall be an original, but all of which together shall constitute the same instrument.

IN WITNESS THEREOF, the undersigned, being the owners of the lots set out opposite the signature lines of the undersigned owners, have executed this 2004