

BOOK 822 PAGE 460

AMENDMENT TO

DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR LOTS 1-31, INCLUSIVE,  
OF RALSTON VILLAGE, A SUBDIVISION  
AS SURVEYED, PLATTED AND RECORDED IN THE  
CITY OF RALSTON, DOUGLAS COUNTY, NEBRASKA

REGISTERED  
1987 AUG -3 PM 3:41  
GEORGE L. ...  
REGISTERED  
DOUGLAS COUNTY, NEBR.

This amendment, made this 30th day of July, 1987, is made by Donald M. Vervaecke and Michael McCormack, hereinafter referred to as "Declarant", who are the owners of Lots 1-31, inclusive, Ralston Village, and are intended to amend the Declaration of Covenants, Conditions and Restrictions for Lots 1-31, Ralston Village, dated December 9, 1986, and filed at Book 811 Page 500 through 509 of the records of the Register of Deeds of Douglas County, Nebraska. The amendments are as follows:

1. No. 21 of the original Covenants, Conditions and Restrictions dated December 9, 1986 is hereby deleted, and in its place and stead No. 21 shall read:

Easements for sewers are hereby granted as shown on the plat signed by Declarant November 18, 1986.

2. No. 23 of the original Covenants, Conditions and Restrictions dated December 9, 1986 is hereby deleted, and in its place and stead shall read:

ARTICLE I.

DEFINITIONS

Section 1. "Association" shall mean and refer to the Ralston Village Homeowners Association, it's successors and assigns.

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

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lots among Lots 1 through 31, inclusive, Ralston Village, including contract sellers, but excluding those having such interest merely as a security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property herein before described as Lots 1 through 31, inclusive, Ralston Village, and in such additions thereto as may here after be brought within the jurisdiction of the Association.

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

Lot 32, Ralston Village, a subdivision to the City of Ralston, as surveyed, platted and recorded in Douglas County, Nebraska, except the portion of Lot 32 described as a tract of land commencing at the southwest corner of Lot 32, Ralston Village, as the Point of Beginning; thence north  $00^{\circ}06'15''$  west a distance of 71.60 feet; thence south  $72^{\circ}47'35''$  east a distance of 85.90 feet; thence south  $00^{\circ}06'39''$  east a distance of 46.41 feet to a point on the south line of said Lot 32; thence north  $85^{\circ}50'49''$  west along the south line of said Lot 32 a distance of 82.01 feet to the Point of Beginning.

Section 5. "Lot" shall mean and refer to any plot of land shown upon the recorded plat of Ralston Village with the exception of the following: Lot 33; the Common Area, vacated Ralston Avenue, and that portion of Lot 32 described as a tract of land commencing at the southwest corner of Lot 32, Ralston Village, as the Point of Beginning; thence north  $00^{\circ}06'15''$  west a distance of 71.60 feet; thence south  $72^{\circ}47'35''$  east a distance of 85.90 feet; thence south  $00^{\circ}06'39''$  east a distance of 46.41 feet to a point on the south line of said Lot 32; thence north  $85^{\circ}50'49''$  west along the south line of said Lot 32 a distance of 82.01 feet to the Point of Beginning.

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Section 6. "Declarant" shall mean and refer to Donald M. Vervaecke and Michael McCormack, their successors and assigns if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

ARTICLE II.

PROPERTY RIGHTS

Section 1. Owners Easements of Enjoyment. Every owners shall have a right and easement of enjoyment into the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- A. The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;
- B. The right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of it's published rules and regulations;
- C. The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by 75% of each class of members has been recorded.

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

ARTICLE III.

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have two classes of voting membership:

Class A. Class A members shall all be Owners, with the exceptions of the Declarant, and shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership upon the happening of either of the following events, whichever occurs earlier:

- A. When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- B. On July 1, 1991.

ARTICLE IV.

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the lien and personal obligation of assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a Deed therefore, whether or not it shall be so expressed in such Deed, is deemed to covenant and agree to pay to the Association:

- A. Annual assessments or charges; and
- B. Special assessments for capital improvements, such as assessments to be established and collected as hereinafter provided.

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

Section 2. Purpose of Assessment. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents of Lots 1 through 31, inclusive, Ralston Village, and for the improvement and maintenance of the Common Area.

Section 3. Maximum Annual Assessment. Until January 1st of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be \$100.00 per Lot.

- A. From and after January 1st of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 5% above the maximum assessment for the previous year without a vote of the membership.
- B. From and after January 1st of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 5% by a vote of 75% of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.
- C. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy in any assessment year a special assessment applicable to that year only for the purpose of

defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related to, provided that any such assessment shall have the assent of 75% of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and quorum for any action authorized under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast 60% of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half of the required quorum of the preceding meeting. No such subsequent meetings shall be held more than 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be reflected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessment provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessments against each Lot at least thirty (30) days in advance of each annual assessment. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due date shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a Certificate signed by an Officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed Certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Non-payment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 6% per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclosure the lien against the property. 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 9. Subordination of the Lien Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not effect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any such assessments thereafter becoming due or from the lien thereof.

3. Section 26 shall be amended by deleting the entire paragraph and substituting therefore the following:

The Covenants and Restrictions of this Declaration shall run with and bind the land for a term of 20 years from the date of this Declaration as recorded after which time they shall be automatically extended for successive periods of ten years. This Declaration may be amended by an instrument signed by not less than 75% of the Lot Owners. Any amendment must be recorded.

4. There shall be added to these Covenants the following:

28. Annexation. Additional residential property and Common Area may be annexed to Lots 31-38 with the consent of 2/3rd of each class of members.

29. FHA/VA Approval. As long as there is a Class B membership, the following actions will require prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional Lots or Common Area of additional Lots or area, dedication of Common Area, and amendment

of this Declaration of Covenants, Conditions and Restrictions.

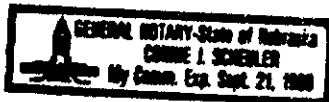
IN WITNESS WHEREOF, the undersigned, being the Declarant herein, as hereunto set their hand and seal this 30th day of July, 1987.

Donald M. Vervaecke  
Donald M. Vervaecke, Declarant

Michael McCormack  
Michael McCormack, Declarant

STATE OF NEBRASKA)  
  ) ss:  
COUNTY OF DOUGLAS)

On this 30th day of July, 1987, before me, the undersigned, a Notary Public in and for said County, personally appeared Donald M. Vervaecke and Michael McCormack, both of whom are personally known to me, and acknowledged the execution of the foregoing to be their voluntary act and deed.



Connie J. Scheuler  
Notary Public



BOOK 822 PAGE 504

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1987 AUG -4 12 10:45  
GERARD J. SLOWICKI  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NEBR.

BY-LAWS

OF

RALSTON VILLAGE HOMEOWNERS ASSOCIATION

The following are the By-Laws of the Ralston Village Homeowners Association. These By-Laws replace the By-Laws filed at Book 811 Page 510 through 514 in the offices of the Register of Deeds of Douglas County, Nebraska on April 16, 1987, which By-Laws were never adopted by the Ralston Village Homeowners Association.

ARTICLE I

These are the By-Laws of Ralston Village Homeowners Association, a Nebraska non-profit corporation with it's registered offices at 5700 South 77th Street, Omaha, Nebraska 68127.

ARTICLE II

Seal. The Corporate Seal shall bear the name of the corporation and the words "Ralston Village Homeowners Association, a Nebraska Corporation Seal".

ARTICLE III

Membership. This corporation has been organized to provide a means of management for the "Open Space" that will be deeded to the Association within the Subdivision known as Ralston Village. Membership shall be as defined in the Articles of Incorporation of Ralston Village Homeowners Association filed the 3 day of AUG, 1987 and in the Covenants and Amendment to Declaration of Covenants and Restrictions for Lots 1 through 31, inclusive, Ralston Village.

ARTICLE IV

Voting. Voting rights shall be as defined in the Articles of Incorporation of Ralston Village Homeowners Association filed the 3 day of AUG, 1987 and the Covenants and Amendment to Declaration of Covenants and Restrictions for Lots 1 through 31, inclusive, of Ralston Village Subdivision.

ARTICLE V

The property covered by the By-Laws is legally described as follows:

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OF Missouri COMP F/B D2-32042

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Lot 32, Ralston Village, a subdivision to the City of Ralston, as surveyed, platted and recorded in Douglas County, Nebraska, except the portion of Lot 32 described as a tract of land commencing at the southwest corner of Lot 32, Ralston Village, as the Point of Beginning; thence north 00°06'15" west a Distance of 71.60 feet; thence south 72°47'35" east a distance of 85.90 feet; thence south 00°06'39" east a distance of 46.41 feet to a point on the south line of said Lot 32; thence north 85°50'49" west along the south line of said Lot 32 a distance of 82.01 feet to the Point of Beginning.

ARTICLE VI

The purposes and powers of the Association, membership in the Association, voting rights of members, description, election and powers of the Board of Trustees or Directors, dissolution of the Association, amendments, FHA/VA requirements, property rights, assessments and annexation shall all be as set forth in the Articles of Incorporation of Ralston Village Homeowners Association filed the 9 day of Aug, 1987 and the Covenants and Amendment to the Declaration of Covenants and Restrictions on Lots 1 through 31 as filed with the Register of Deeds of Douglas County, Nebraska.

ARTICLE VII

Amendments. These By-Laws may be amended from time to time upon a vote of 70% of the lot owners.

ARTICLE VIII

It shall be the duty of the Secretary of the Board of Trustees to mail or personally deliver a written notice of the initial and each annual or special meeting of the Association to all lot owners at least ten (10) days but not more than 50 days prior to such meeting, stating the purpose thereof as well as the time and place where it is to be held, to each lot owner of record, at his lot address or such other address as such lot owner shall have designated by notice in writing to the Secretary of the Board of Trustees. The mailing or personal delivery of a notice of meeting in the manner provided by this Section shall be considered a service of notice.

ARTICLE IX

Quorum. A quorum for Association lot owners' meetings shall consist of the presence, in person or by proxy, of lot owners holding a majority of the number of lots comprising the Association.

ARTICLE X

Insurance. The Board of Trustees shall obtain and maintain, to the extent obtainable, the following insurance: Vandalism and malicious mischief; public liability insurance in such limits as the Board of Trustees may from time to time determine, and such other insurance as the Board of Trustees deem advisable.

ARTICLE XI

Invalidity. The invalidity of any part of these By-Laws shall not impair or affect in any manner the validity, enforceability or affect the balance of these By-Laws.

Dated this 5 day of Aug, 1987.

RALSTON VILLAGE HOMEOWNERS  
ASSOCIATION

By: *Robert W. [unclear]*  
Board of Trustee

*[Signature]*  
Board of Trustee

*[Signature]*  
Board of Trustee



June 13, 1991

DISCLAIMER AND RELEASE

KNOW ALL MEN BY THESE PRESENTS, that OMAHA PUBLIC POWER DISTRICT, a public corporation, for and in consideration of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, does hereby release and disclaim any rights it may have attained by virtue of the plat and dedication of Ralston Village Addition, a subdivision in Douglas County, Nebraska as surveyed, platted and recorded over, upon, along and above the following described property:

All rear, side and front lot line easements dedicated on Lots One (1) thru and including Lot Seven (7), Lots Nine (9) thru and including Lot Seventeen (17), Lots Nineteen (19), Twenty (20) and Twenty-two (22), and Lots Twenty-four (24) thru and including Lot Thirty-three (33) of said Ralston Village Addition.

said plat and dedication filed for record April 15, 1987 in Book 1801 of Deed Records at Page 408 in the office of the Register of Deeds, Douglas County, Nebraska.

IN WITNESS WHEREOF, the undersigned has set its hand this 13th day of June, 1991.

OMAHA PUBLIC POWER DISTRICT

Alan J. Kasper  
Approved by Engineering

Glenn Pyle  
Glenn Pyle, Manager - Facilities  
Services & Real Estate

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STATE OF NEBRASKA)  
                                  ) ss.  
COUNTY OF DOUGLAS)

GEORGE J. BUGLEWICZ  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NE

On this 13th day of June, 1991, before me the undersigned, a Notary Public in and for said county personally came Glenn Pyle - (Manager of Facilities Services and Real Estate), to me personally known to be the identical person whose name is affixed to the above conveyance and acknowledged the execution thereof to be his voluntary act and deed.

WITNESS my hand and Notarial Seal at Omaha, in said county the day and year above written.



Larry J. Hagan  
NOTARY PUBLIC

N1/2 11-14-12

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R.O.E. # 56-91

BOOK **969** PAGE **199**

RELEASE OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS, THAT U S WEST COMMUNICATIONS, INC., A COLORADO CORPORATION, HEREBY FULLY OR PARTIALLY RELEASES AND FOREVER DISCLAIMS CERTAIN EASEMENT RIGHTS WHICH IT MAY HAVE ACQUIRED HERETOFORE BY VIRTUE OF FRANCHISE OR OTHERWISE, TO CONSTRUCT, MAINTAIN, RENEW AND OPERATE COMMUNICATIONS FACILITIES IN, UNDER, UPON, OVER AND THROUGH THE FOLLOWING DESCRIBED PROPERTY:

ALL EASEMENTS ON LOT 13, RALSTON VILLAGE, A FLATTED AND RECORDED SUBDIVISION LOCATED IN THE EAST 1/2 OF SECTION 11, T-14-N, R-12-E OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA.

IF THIS RELEASE OF EASEMENT IS PARTIAL OR CONDITIONAL, SPECIFY HERE:  
ALL RELEASES ARE TOTAL.

AND WHICH IS RECORDED IN THE RECORDS OF DOUGLAS COUNTY, NEBRASKA ON THE 16th DAY OF April, 1987 IN ~~MISCELLANEOUS DEED~~ BOOK 1801, PAGE 408.

IN WITNESS WHEREOF, U S WEST COMMUNICATIONS, INC., HAS CAUSED THIS INSTRUMENT TO BE DULY EXECUTED IN ITS BEHALF ON THIS 27TH DAY OF JUNE, 1991, BY ITS DULY AUTHORIZED OFFICERS.

ATTEST: U S WEST COMMUNICATIONS, INC.  
A COLORADO CORPORATION

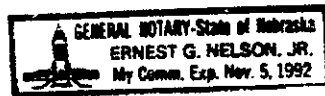
Pam Anderson  
Pam Anderson, ROW Clerk

Raymond L. Tessin  
TITLE Raymond L. Tessin, Mgr. ROW

STATE OF NEBRASKA )  
COUNTY OF DOUGLAS )

ON THIS 27TH DAY OF JUNE, 1991 BEFORE ME, A NOTARY PUBLIC, DULY COMMISSIONED AND QUALIFIED IN AND FOR SAID COUNTY, PERSONALLY CAME THE ABOVE NAMED Pam Anderson AND Raymond L. Tessin OF U S WEST COMMUNICATIONS, INC., WHO ARE PERSONALLY KNOWN TO ME TO BE THE IDENTICAL PERSONS WHOSE NAMES ARE AFFIXED TO THE ABOVE RELEASE OF EASEMENT. THEY ACKNOWLEDGED THE EXECUTION THEREOF TO BE THEIR VOLUNTARY ACT AND DEED AS SUCH OFFICERS, AND THE VOLUNTARY ACT AND DEED OF THE SAID U S WEST COMMUNICATIONS, INC.

WITNESS MY HAND AND NOTARIAL SEAL THE DAY AND YEAR LAST ABOVE WRITTEN.



Ernest G. Nelson, Jr.  
NOTARY PUBLIC

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OF. [Signature] COMP [Signature] F/B D2-32042

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**EASEMENT**

WHEREAS, it has been brought to the attention of the undersigned, as Directors of Ralston Village Homeowners Association, that certain homeowners have constructed decks and/or patios which encroach upon Lot 32, Ralston Village, and,

WHEREAS, F.H.A. requested that an easement be granted to accommodate the encroachment of these decks, patios and fences, and,

WHEREAS, it is in the best interest of Ralston Village and the Ralston Village Homeowners Association that F.H.A. financing continue to be available for homes in Ralston Village.

NOW, THEREFORE, the undersigned, as Directors of Ralston Village Homeowners Association, hereby grant an easement to Lots 13, 14, 15, 18, 19, 26 and 27, Ralston Village, an addition to the City of Ralston, as surveyed, platted and recorded in DOUGLAS COUNTY <sup>MAC</sup> Nebraska, as follows:

- A. This easement shall run individually to Lots 13, 14, 15, 18, 19, 26 and 27, Ralston Village Subdivision to the City of Ralston, which lots are hereinafter referred to as "abutting lot".
- B. This easement shall run to and with the abutting lot (Lots 13, 14, 15, 18, 19, 26 and 27), as the case may be, for the construction and maintenance by the owner of the abutting lot of a deck, patio or fence, on an area ten feet wide by the length of the home owned by the abutting owner. If the owner of the abutting lot shall construct a deck, patio or fence on the above-described area of Lot 32, then, in that event, the abutting owner shall have the exclusive right to use of that ten foot strip of Lot 32.
- C. This easement shall be perpetual, and shall run with the land.

Dated this 19 day of April, 1991.

RALSTON VILLAGE HOMEOWNERS ASSOCIATION

By: Donald M. Vervaecke  
Donald M. Vervaecke  
Chairman and Director

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GEORGE J. BUGLEWICZ  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NE

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By: Marlee L. Vervaecke  
Marlee L. Vervaecke, Director

By: Michael McCormack  
Michael McCormack, Director

STATE OF NEBRASKA, )  
                          ) ss.  
COUNTY OF DOUGLAS. )

Before me, a Notary Public, personally appeared Donald M. Vervaecke, Marlee L. Vervaecke and Michael McCormack, known to me to be the Directors of Ralston Village Homeowners Association, and acknowledge the execution of the foregoing Easement to be their voluntary act and deed and the voluntary act and deed of said association.



Theresa M. Marr  
Notary Public



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BOOK 948 PAGE 388

**AMENDMENT TO THE DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR LOTS 24 AND 25,  
RALSTON VILLAGE, A SUBDIVISION AS SURVEYED,  
PLATTED AND RECORDED IN THE CITY OF RALSTON,  
DOUGLAS COUNTY, NEBRASKA**

The undersigned, being the Declarants under a Declaration of Covenants, Conditions and Restrictions for Lots 1 through 31, inclusive, of Ralston Village, a subdivision as surveyed, platted and recorded in the City of Ralston, Douglas County, Nebraska dated December 9, 1986, and filed at Book 811, Page 500 of the records of the Register of Deeds of Sarpy County, Nebraska, hereby amend number 3 of said Declaration of Covenants, Conditions and Restrictions with regard to Lots 24 and 25, Ralston Village, to provide that the minimum between buildings as they are constructed on the lot shall be six feet as opposed to the ten feet required in the original Declaration of Covenants, Conditions and Restrictions filed at Book 811, Page 500 of the records of the Register of Deeds of Sarpy County, Nebraska.

Dated this 20th day of December, 1990.

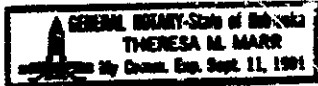
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DEC 24 9 22 AM '90  
GEORGE J. BUGLEWICZ  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NE

Donald M. Vervaecke  
Donald M. Vervaecke, Declarant

Michael McCormack  
Michael McCormack, Declarant

STATE OF NEBRASKA, )  
                                  ) ss.  
COUNTY OF DOUGLAS. )

Before me, a Notary Public, on the 20th day of December, 1990 personally appeared Donald M. Vervaecke and Michael McCormack and acknowledged the execution of the foregoing Amendment to Declaration of Covenants, Conditions and Restrictions for Lots 24 and 25, Ralston Village Subdivision to the City of Ralston, as surveyed, platted and recorded in Douglas County, Nebraska, to be their voluntary act and deed.



Theresa M. Marr  
Notary Public

BK 948 N \_\_\_\_\_ C/O \_\_\_\_\_ FEE 20.50  
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OF This COMP MR F/B D2-32042

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SOUTH 28TH STREET NORTH

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BOOK 921 PAGE 386

AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR LOT 1-31, INCLUSIVE, OF RALSTON VILLAGE, A SUBDIVISION AS SURVEYED, PLATTED AND RECORDED IN THE CITY OF RALSTON, DOUGLAS COUNTY, NEBRASKA

This Amendment made this 26th day of April, 1990, is made by Donald M. Vervaecke, Michael McCormack and Michael McCormack, P.C., hereinafter referred to as "Declarant", and the Trustees of the Ralston Village Homeowners Association and are intended to amend the initial Declaration of Covenants, Conditions and Restrictions for Lots 1-31 Ralston Village, dated December 9, 1986, and recorded December 11, 1986 in Book 795, Pages 580 through 594, inclusive, records of the Register of Deeds in Douglas County, Nebraska, and the Amendment to said Covenants dated July 30, 1987, recorded August 3, 1987 and recorded in Book 822 at Page 460 through 467 of the records of the Register of Deeds of Douglas County, Nebraska. The Amendments are as follows:

- 1. On Lots 19, 20 and 21 the minimum number of feet between each building as they are constructed on the Lot is changed from ten feet to seven feet.
2. That the owner of a Lot, if the owner chooses to do so, may extend the owners fence, patio or deck, and, if a patio or deck, the fencing around said patio or deck, as follows:
A. On Lots 1 through 12, inclusive, five feet on the rear lot line.
B. On Lot 13, five feet on the rear lot line and ten feet on the east lot line.
C. On Lot 14, ten feet on the rear lot line and five feet on the east lot line.
D. On Lot 15, ten feet on the rear lot line.
E. On Lot 16 and 17, five feet on the rear lot line.
F. On Lots 18 and 19, five feet on the rear lot line or ten feet on the south lot line.
G. On Lot 20, 21, 24 and 25, five feet on the rear lot line.

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APR 30 11 31 AM '90

GEORGE J. ... REGISTER OF DEEDS DOUGLAS COUNTY NEBRASKA

DK 921 N \_\_\_\_\_ C/O \_\_\_\_\_ FEE 30.50
PG 386-388 N \_\_\_\_\_ DEL VK MC WC
OF Misc COMP \_\_\_\_\_ F/B 12-31950
D2-37042

- H. On Lots 22 and 23, five feet on the rear lot line or five feet on the north lot line.
- I. On Lot 26, five feet on the rear lot line or ten feet on the south lot line.
- J. On Lot 27, five feet on the rear lot line or ten feet on the south lot line.
- K. On Lot 28, five feet on the rear lot line.
- L. On Lot 29, five feet on the rear lot line or five feet on the north lot line.
- M. On Lots 30 and 31, ten feet on the rear lot line.

into what is a "common area".

Dated this 26th day of April, 1990.


  
Donald M. Vervaecke

  
Michael McCormack

MICHAEL McCORMACK, P.C.

By:   
Michael McCormack, President

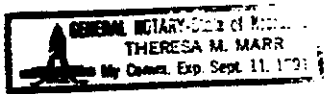
  
Donald M. Vervaecke, Trustee of  
Ralston Village Homeowners  
Association

  
Michael McCormack, Trustee of the  
Ralston Village Homeowners  
Association

*Marlee L. Vervaecke*  
Marlee L. Vervaecke, Trustee of  
the Ralston Village Homeowners  
Association

STATE OF NEBRASKA, )  
                                  ) ss.  
COUNTY OF DOUGLAS. )

On this 26th day of April, 1990, before me, the undersigned, a Notary Public in and for said county, personally appeared Donald M. Vervaecke, Michael McCormack, and Marlee L. Vervaecke, and acknowledged the execution of the foregoing to be their voluntary act and deed.



*Theresa M. Marr*  
Notary Public

STATE OF NEBRASKA. )  
                                  ) ss.  
COUNTY OF DOUGLAS. )

On this 26th day of April, 1990, before me, the undersigned, a Notary Public in and for said county, personally appeared Michael McCormack, known to me to be the President of Michael McCormack, P.C., and acknowledged the execution of the foregoing to be his voluntary act and deed and the voluntary act and deed of said corporation.



*Theresa M. Marr*  
Notary Public

24 October 1989

RIGHT-OF-WAY EASEMENT

I, Michael McCormack, P C (Grantor)  
of the real estate described as follows, and hereafter referred to as "Grantor",

Lots 3, 5, 6, 7, 9, 10, 11, 12, 13, 14, 15, 16, 17, 19, 20, 22, 24, 25, 26, 28, 29, 30, 31, 33, in Ralston Village, Douglas County, Nebraska, except for a tract of land as described as follows:

Commencing at the Southeast corner of said Lot 33 as the point of beginning; said point also being on the North R.O.W. line of vacated Ralston Avenue, thence N89 50'49" W along the South line of said Lot 33 a distance of 50.04 feet; thence N00 06'39" W a distance of 62.00 feet; thence N76 31'48" E a distance of 46.73 feet; thence S72 47'35" E a distance of 4.80 feet to a point on the East line of said Lot 33; thence S00 06'15" E along the East line of said Lot 33 a distance of 71.60 feet to the point of beginning.

In consideration of the sum of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, do hereby grant to the OMAHA PUBLIC POWER DISTRICT, a public corporation, its successors and assigns referred to as "Grantee", a permanent right of way easement with rights of ingress and egress thereto, to construct, operate, maintain, replace and remove its underground electric facilities, consisting of cables, wires, conduits, manholes, drains, splicing boxes and other appurtenances over, along and under the following described real estate, to wit: A strip of land ten feet (10') in width running parallel to and abutting the centerline of the District's facilities as constructed.

CONDITIONS: The Grantor hereby grants to the District, its successors and assigns, the right, privilege and authority to clear all trees, roots, brush, and other obstructions from the surface and subsurface of said strip and to temporarily open any fences crossing said strip. Grantor agrees that grade shall not be reduced more than One foot (1') in elevation without the prior approval of the District. The Grantor understands that a single pole and appurtenances may be used to provide service to this property.

In granting this easement, it is understood that said cables shall be buried below plow depth in order to not interfere with the ordinary cultivation of the strip. Damages to fences and growing crops arising from the construction and maintenance of the aforesaid system shall be paid for by the District.

The Grantor covenants that he/they has/have lawful possession of said real estate, good, right and lawful authority to make such conveyance and that his/hers/their heirs, executors, administrators, successors and assigns shall warrant and defend the same and will indemnify and hold harmless the District forever against the claims of all persons whatsoever in any way asserting any right, title or interest prior to or contrary to this conveyance.

IN WITNESS WHEREOF, the parties hereto have signed their names and caused the execution of this instrument this 24th day of April, 1989.

Michael McCormack, P.C.  
By: Michael McCormack, P.C.

Ronald M. Konec

Distribution Engineer \_\_\_\_\_ Date \_\_\_\_\_ Property Management BR Date 6-1-90  
Section N1/2 11 Township 14 North, Range 12 East  
Salesman Zuehlke Engineer \_\_\_\_\_ Est. # \_\_\_\_\_ M.O. # \_\_\_\_\_

COMPLETE APPROPRIATE ACKNOWLEDGEMENT ON REVERSE SIDE

CORPORATE ACKNOWLEDGMENT

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Nebr

STATE OF Nebr

COUNTY OF Douglas

COUNTY OF Douglas

On this 24 day of April, 1991  
before me the undersigned, a Notary Public in and  
for said County, personally appeared:

On this 24 day of April, 1991  
before me the undersigned, a Notary Public in and  
for said County and State, personally appeared:

Michael M. ...  
President of Michael M. ...

Donald M. VERVAERKE

personally to me known to be the identical person(s)  
who signed the foregoing instrument as grantor(s)  
and who acknowledged the execution thereof to be  
voluntary act and deed for  
the purpose therein expressed.

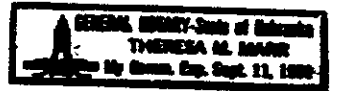
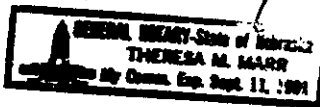
personally to me known to be the identical person(s)  
and who acknowledged the execution thereof to be  
voluntary act and deed for  
the purpose therein expressed.

Witness my hand and Notarial Seal at \_\_\_\_\_  
in said County the day and year  
last above written.

Witness my hand and Notarial Seal the date above  
written.

Theresa M. Marr  
NOTARY PUBLIC

Theresa M. Marr  
NOTARY PUBLIC



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OF MARR COMP VP FIB 02-32042

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REGISTER OF DEEDS  
DOWGLAS COUNTY, NE

RETURN TO:  
OMAHA PUBLIC POWER DISTRICT  
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Omaha, NE 68102-2247

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BOOK 811 PAGE 469

NAME OF ADDITION RALSTON VILLAGE

LEGAL DESCRIPTION LOTS 1- 33 INC.

PLANNED UNIT DEVELOPMENT

P.U.D PLAN MISC BOOK 811 PAGE 469

PLAT CABINET \_\_\_\_\_ 3/91

FIELD BOOK # D2-32042

ENTERED IN THE PUBLIC RECORDS OF THE STATE OF GEORGIA

# 6882 16 DAY OF APRIL 1987 AT 11:23M GEORGE A. DICKSON, CLERK OF DE S 21.50

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR LOTS 1 THROUGH 31, INCLUSIVE,  
OF RALSTON VILLAGE, A SUBDIVISION  
AS SURVEYED, PLATTED AND RECORDED  
IN THE CITY OF RALSTON, DOUGLAS COUNTY, NEBRASKA

THIS DECLARATION, made this 9<sup>th</sup> day of December,  
1986, by DONALD M. VERVAECKE, and MICHAEL McCORMACK, who are  
hereinafter referred to as "Declarant". When the word  
"Declarant" is used herein, it shall mean either or DONALD M.  
VERVAECKE or MICHAEL McCORMACK, or their assignees.

WITNESSETH:

WHEREAS, the Declarant is the owner of the following  
described real property:

**Lots 1 through 31, inclusive, Ralston Village, a  
subdivision of the City of Ralston as surveyed,  
platted and recorded in Douglas County, Nebraska.**

WHEREAS, the Declarant will convey said lots, subject  
to certain protective covenants, conditions, restrictions,  
reservations, liens and charges as hereinafter set forth.

NOW, THEREFORE, the Declarant hereby declares that all  
of the lots described above shall be held, sold and conveyed  
subject to the following restrictions, covenants and conditions,  
all of which are for the purpose of enhancing and protecting the  
value, desirability and attractiveness of said lots. These  
covenants, restrictions and conditions shall run with said real  
property, and shall be binding upon all parties having or



acquiring any right, title or interest in thereof has above-described lots, or any part thereof, and they shall inure to the benefit of each owner thereof.

1. Approval of Plans and Specifications. No building or structure of any kind may be erected on, or moved onto, or have any alteration in the exterior design of the original construction; until plans and specifications have been submitted to, and approval thereof has been given in writing by Declarant. The building, structure or alteration hereinafter referred to shall be constructed in accordance with said plans and specifications, and any changes shall be approved in writing by Declarant or his assigns. The plans and specifications submitted shall include:

Plot Plans  
Grading Plans  
Construction Plans and Specifications  
Exterior Color and/or Materials

Declarant shall consider such plans and specifications with regard to type, quality and use of exterior materials, exterior design, location of improvements upon the building plot, and proposed finished grade; provided that Declarant and his designee specifically reserve the right to deny permission to construct any type of structure or improvement which it determines will not conform to the general character, plan and scheme for development of the subdivision. The approval or disapproval of Declarant or his designee as required in these covenants shall be in writing. Failure of Declarant or his

designee to give either written approval or disapproval of a submitted plan within thirty (30) days after submission of said plan by mailing such written approval as shown in the submitted plan shall operate to release such binding plan from the provisions of this paragraph.

2. No lot shall be used except for residential purposes.

3. All buildings shall comply with the Plan Unit Development as filed and approved by the City of Ralston, or any subsequent amendments to the Plan Unit Development as approved by the City of Ralston.

There will be a minimum of ten feet between each building as they are constructed on the lot.

4. Dwellings shall not be moved from outside of Ralston Village onto any lot.

5. No structure of any temporary character, trailer, basement, tent, shack, barn or other building shall be erected upon; moved upon the lot, or used temporarily or permanently as a residence.

6. The Declarant has created a water drainage plan by grading the property and installing improvements and easements for storm drainage in accordance with accepted engineering principles. No building shall be placed, nor any lot graded to interfere with such water drainage plan nor cause damage to the building or neighboring building or lots. No planting or other materials shall be placed or be permitted to remain or other activities undertaken which may damage or interfere with storm drainage, create erosion or sliding problems, or which may

change the direction or flow of drainage channels or obstruct or retard the flow of water through drainage channels.

7. No stable or other shelter for any animal, livestock, fowl or poultry shall be erected, altered, placed or be permitted to remain on any lot except that a dog house shall be permitted provided the construction plans and specifications and the location of the proposed structure have first been approved in writing by Declarant. Dog runs shall be placed at the rear of the building. No animals, livestock, fowl or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets maintained within the dwellings may be kept, provided that they are not kept, bred, or maintained for any commercial purpose. It is intended specifically to prohibit horses, ponies or other animals sheltered outside the main dwelling except for the single dog house set out herein.

8. No incinerator or trash burner shall be permitted on any lot unless the same is incorporated into the dwelling and not exposed to view from the outside of the dwelling. No garbage, trash can, container or fuel tank shall be permitted to remain outside of any dwelling, except for pickup purposes. During the period of construction, however, there may be occasions when it will be necessary to have temporary propane tanks until gas has been installed in the subdivision, and the temporary installation of these propane tanks is specifically allowed. No garden, lawn or maintenance equipment of any kind

whatsoever shall be stored or permitted to remain outside of any dwelling except when in actual use unless completely screened from view from every street and from all other lots in the subdivision. All exterior air-conditioning condenser units shall be placed in the rear or side yard.

No accessory buildings of any type shall be permitted on any lot.

No Satellite TV Dishes shall be allowed without the written consent of all lots abutting the lot where the TV dish is located. Any satellite TV dish must be constructed and maintained so that it cannot be seen from any street.

9. No boat, camping trailer, campers (if removed from the carrying vehicle), auto-drawn trailers of any kind, mobile or motor home, snowmobile, truck, bus, motorcycle, grading or excavating equipment or other heavy machinery or equipment, or aircraft shall be stored outside the garage or in any manner left exposed on any lot at any time. No automobile or other vehicle undergoing repair shall be left exposed on any lot at any time. This restriction shall not apply to trucks or commercial vehicles within the properties which are necessary for the construction of residential dwellings or maintenance of the same. Boats, campers, or mobile or motor homes may be parked on the property for a period not to exceed seven days without securing approval as set out above.

10. All lots shall be kept free from rubbish, debris, merchandise and building materials. In addition, vacant lots shall not be used for dumping of earth or any other waste materials, and shall be maintained level and smooth enough for machine mowing.

11. Except for the purpose of controlling erosion on vacant lots, no field crops shall be grown upon any lot at any time.

12. No noxious or offensive activity shall be carried on upon any lot, nor shall any activity be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood, including but not limited to odors, dust, glare, scound, lighting, smoke, vibration and radiation. Any exterior lighting installed on any lot shall either be indirect or of such controlled focus and intensity as not to disturb the residence of the adjacent property.

13. No sign, billboard or other structure advertising or the display of advertising material of any kind shall be erected, placed or permitted to remain on any lot except that real estate "For Sale" or "For Rent" signs shall be permitted temporarily in the yard of dwellings which are being offered for sale or rent.

14. Fences are permitted as long as they are no further forward than the front line of the home and do not exceed six (6) feet in height. Solid shrubbery is considered in the same category as a fence. Type of construction for fences

will be subject to approval of Declarant. All fences must be in compliance with the building codes of the City of Ralston.

15. A dwelling on which construction has begun must be completed within one year from the date the foundation was dug for said dwelling.

16. No Home Occupations shall be permitted other than those enumerated in the Ralston City Code.

17. Vegetable gardens shall be permitted only if maintained in the rear yard of any lot, behind the dwelling on said lot.

18. Within six (6) months of the completion of the building on each lot, the owner shall cause to be planted in the yard of each lot one tree of at least one and one-half (1 1/2") inches in diameter. In addition, the owner shall sod all area in front of the dwelling within six (6) months of the date the building is completed.

20. A perpetual license and easement is hereby reserved in favor of and granted to the purveyors of telephone service, electric service, gas and water service and cable TV, their successors and assigns, to erect and operate, maintain, repair and renew cables, conduits and other instrumentalities for the caring and transmission of the same as shown in the final plat as approved by the City of Ralston, and any subsequent modifications thereto. An easement is also granted to the United States Postal Service to place "Cluster Mail Boxes" on such lots as are determined by the United States

Postal Service to be necessary. No permanent building shall be placed in or on perpetual easements, but the same may be used for gardens, shrubs, sidewalks, driveways, landscaping and other purposes that do not then or later interfere with the aforesaid uses of rights herein granted.

21. Easements for sewers shall be as shown on the Plat.

22. Telephone, electric power and cable TV shall all be underground.

23. Each lot owner shall be required to be a member of the Ralston Village Homeowners Association. The use of the "open area" owned by said Association shall be governed by the By-Laws, Rules and Regulations of said Association. Each lot owner shall promptly pay any assessments by the Association and, if not so paid, said assessments shall become a lien upon the individual lot as provided in the Deed, By-Laws, and Rules and Regulations of said Association, together with any subsequent amendments thereto.

24. Notwithstanding any provisions herein contained to the contrary, it is expressly permissible for a builder of said building to maintain during the period of construction and sale of said buildings upon such portion of the premises as such builder may be reasonably required, convenient or incidental to the construction and sale of said buildings, including, but not

limited to, a business office, a storage area, construction yards, signs, model units and sales office.

25. The Declarant or any owner of a lot named herein shall have the right to enforce by proceeding at law or in equity, all restrictions, conditions, covenants and reservations, now or hereinafter imposed by the provisions of this Declaration either to prevent or restrain any violation of the same, or to recover damages or other dues for such violation. Failure by the Declarant 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.

26. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty-five (25) years from the date this Declaration is recorded. This Declaration may be amended by the Declarant, or any person, firm, corporation, partnership or entity designated in writing by the Declarant, in any manner it shall determine in its full and absolute discretion for a period of five (5) years from the date hereof. Thereafter, this Declaration may be amended by an instrument signed by the owners of not less than seventy-five percent (75%) of the lots covered by this Declaration.

27. Invalidation of one of these covenants by judgment or court order shall in no way affect any of the other provisions hereof which shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has caused these presents to be executed this 9<sup>th</sup> day of December 1986.





**BOOK 811 PAGE 510**

**BY-LAWS OF THE  
RALSTON VILLAGE HOMEOWNERS ASSOCIATION**

ARTICLE I.

These are the By-Laws of the Ralston Village Homeowners Association, a Nebraska non-profit corporation with it's registered offices at 5700 South 77th Street, Omaha, Nebraska 68127.

ARTICLE II.

Seal. The Corporate Seal shall bear the name of the corporation and the words "Ralston Village Homeowners Association, a Nebraska Corporation Seal".

ARTICLE III.

Membership. This corporation has been organized to provide a means of management for the "Open Space" being deeded to the Association within the subdivision known as Ralston Village. Membership in this Association shall be limited to the persons who own Lots 1 through 31, inclusive, in Ralston Village, a subdivision of the City of Ralston, Douglas County, Nebraska.

ARTICLE IV.

Voting. The votes on behalf of a lot shall be in person or by record owner thereof, or by proxy, but if a lot is owned by more than one person or by a Corporation or other entity, such vote shall be cast, or proxy executed, by the person named in a Certificate signed by all the owners of the lot and filed with the Board of Trustees of the Association prior to the commencement of any meeting where such proxy is to be exercised or vote to cast. Title to the lots may be taken in the name of one individual or in the names of two or more persons, as tenants in common or as joint tenants, or in the name of the corporation or a partnership, or in the name of a fiduciary, but each lot shall have only one vote.

ARTICLE V.

The property covered by the By-Laws is legally described as follows:

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Lot 32, Ralston Village, City of Ralston, as surveyed,  
platted and recorded in Douglas County, Nebraska

ARTICLE VI.

The term "lot owner" shall include all present and future owners, mortgagees, lessees and occupants of the individual lots 1 through 31, inclusive, in Ralston Village, and the use of the property by these persons or entities shall be governed by the these By-Laws. If these By-Laws are amended, such amendments shall not be binding upon any existing mortgage holder of record unless said mortgage holder has agreed to said amendment in writing.

The acceptance of a Deed or conveyance or a Mortgage to Lots 1 through 31, inclusive, in Ralston Village, or the entering into a Lease or the act of occupancy of a lot, shall constitute an agreement that these By-Laws and the Rules and Regulations of the Ralston Village Homeowners Association, as they may be amended from time to time, are accepted, ratified and will be complied with.

ARTICLE VII.

Real estate owned by the Association is for the exclusive use of the owners of Lots 1 through 31, inclusive, of Ralston Village, their families, guests, tenants, servants and invitees. The Association shall from time to time establish rules and regulations for the use of said area. The Association shall have sole jurisdiction over and responsibility for alterations, improvements, repairs, maintenance and insurance for said area.

ARTICLE VIII.

Assessments. The Board of Trustees shall assess against the owners of Lots 1 through 31, inclusive, Ralston Village, on a per lot basis, the costs of the ownership and operation of the "open space" owned by the Association, which shall include, but not be limited to, insurance, maintenance, reserves, and any other expenses incurred by the Association made pursuant to the By-Laws. Assessments paid within thirty (30) days after the date when due shall not bear interest, but all sums not paid within said thirty (30) day period shall bear interest at the highest legal rate from the due date until paid. If any owner shall fail or refuse to make any payment of such assessments when due, the amount thereof plus interest shall constitute a lien upon the owner's interest in his lot, and upon the recording of this lien by the Association in the office of the Register of Deeds of Douglas County, Nebraska, such amount shall constitute a lien prior and preferred over all

other liens and encumbrances except assessments, liens and charges for taxes past due and unpaid on the owner's lot and except prior duly recorded mortgage and lien instruments.

ARTICLE IX.

Amendments. These By-Laws may be amended from time to time upon a vote of 70% of the lot owners.

ARTICLE X.

It shall be the duty of the Secretary of the Board of Trustees to mail or personally deliver a written notice of the initial and each annual or special meeting of the Association to all lot owners at least ten (10) days but not more than 50 days prior to such meeting, stating the purpose thereof as well as the time and place where it is to be held, to each lot owner of record, at his lot address or such other address as such lot owner shall have designated by notice in writing to the Secretary of the Board of Trustees. The mailing or personal delivery of a notice of meeting in the manner provided by this Section shall be considered a service of notice.

ARTICLE XI.

Quorum. A quorum for Association lot owners' meetings shall consist of the presence, in person or by proxy, of lot owners holding a majority of the number of lots comprising the Association.

ARTICLE XII.

The Board of Trustees. The affairs of the Association shall be governed by the Board of Trustees, whom shall be elected as provided herein. The powers and duties of the Board of Trustees shall include, but shall not be limited to the following:

- a. Operation, care, upkeep and maintenance of the "open space".
- b. Determination of the common expense required for the affairs of the Association, including, without limitation, the operation and maintenance of the "open space".
- c. Collection of assessments from lot owners.
- d. Employment and dismissal of personnel necessary for the maintenance and operation of the "open space".

- e. Adoption, amendment and publication of rules and regulations covering the details of the operation and use of the "open space".
- f. Opening of bank accounts on behalf of the Association and designating the signatures required therefore.
- g. Obtaining the insurance for the "open space" together with any activities conducted thereon.
- h. Making of repairs, additions and improvements to, or alterations of, the "open space" in accordance with these By-Laws.

ARTICLE XIII.

Budget and Assessments. Commencing in April, 1987, the Board of Trustees shall adopt a budget for each fiscal year, which budget shall be based upon the reasonable estimate of funds required to defray expenses of the Association for the upcoming fiscal year. A proposed levy for each lot shall then be prepared based upon the proposed budget. Annual increases in the annual assessment may not exceed 10% of the previous years' annual assessment without the prior approval of the owners of lots constituting a majority of lots of the lots within Ralston Village.

The budget, and any amendments thereto, shall be mailed to each lot owner.

ARTICLE XIV.

Insurance. The Board of Trustees shall obtain and maintain, to the extent obtainable, the following insurance: Vandalism and malicious mischief; public liability insurance in such limits as the Board of Trustees may from time to time determine, and such other insurance as the Board of Trustees deem advisable.

ARTICLE XV.

Invalidity. The invalidity of any part of these By-Laws shall not impair or affect in any manner the validity, enforceability or affect the balance of these By-Laws.

Dated this 9<sup>th</sup> day of December, 1986.

RALSTON VILLAGE HOMEOWNERS ASSOCIATION

By Donald M. Lawrence  
Board of Trustee

Donald M. Lawrence  
Board of Trustee

Frederick M. Lawrence  
Board of Trustee

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