

Process for Amending the Declaration

1. A proposed change to the Declaration needs to be drawn up. This is typically done in a committee in order to get the best ideas forward.
2. The committee then proposed the change to the Board who will have a legal representative review it to make sure there are no conflicts. If there are, it will be kicked back to the committee.
3. If there are no conflicts, then the committee will then publish and promote the proposed amendment. It is highly recommended that the following occur:
 - a. Hold a town hall meeting to discuss the reasons for the amendment
 - b. Send out notices to homeowners about the amendment and why it is needed
 - c. Take into consideration opposing thoughts
4. After a reasonable period of time the committee will then lead an effort to get 75% of the homeowners to sign off on the amendment. There is no need for a vote. Sage can assist in the sign off sheets needed.
5. Once 75% of homeowners have signed the petition that information is presented to the Board.
6. The board will take that information and supply it to the legal council who will then submit it to Douglas County to record.
7. The new Covenants will be posted on the website and mailed out to all homeowners.

Article 4 / Section 2 of the Covenants

2. 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 of this Declaration. Thereafter the covenants, restrictions and other provisions of this Declaration shall automatically renew for successive ten (10) year periods unless terminated or amended by the owners of not less than seventy-five (75%) percent of said Lots, which termination or amendment shall thereupon become binding upon all Lots. This Declaration may be amended by NS - The Heritage, LLC, a Nebraska limited liability company, or any person, firm, corporation, partnership or entity designated in writing by NS - The Heritage, LLC, a Nebraska limited liability company, in any manner which it may determine in its full and absolute discretion for a period of twenty (20) 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. Provided however, that no termination or amendment of any provisions of this Declaration regarding the maintenance or ownership of outlots, or regarding the maintenance agreement required by Article II, Section 5, shall be made without the advance written consent of the City of Bennington, which written consent shall only be provided if another proper entity, as approved by the City of Bennington, assumes full responsibility for the maintenance agreement required in Article II, Section 5, and in addition assumes ownership of all outlots within The Heritage Subdivision.