

DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS

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THIS DECLARATION, made on the date hereinafter set forth by Royce M. Munderloh, Trustee, and Barry Larson Co., a Nebraska corporation, hereinafter referred to as "Declarant."

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain property in Omaha, County of Douglas, State of Nebraska, which is more particularly described on Exhibit "A" which is attached hereto, and by this reference made a part hereof.

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to Anne's Court Townhomes Property Owners Association, Inc., its 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 lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such addition thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all property (including the improvements thereto) 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 Seventeen (17) and Eighteen (18), Signal Hill Townhomes, a Subdivision, as surveyed, platted and recorded, in Douglas County, Nebraska, subject to a perpetual vehicular and pedestrian easement hereby reserved by the above described Common Areas; and the Declarant hereby reserves the right to hereafter grant one or several easements over said property in favor of any future owners, occupants and users of the real or said property.

living unit is, or is proposed to be built, with the exception of the Common Area.

Section 6. "Improved Lot" shall mean and refer to any lot on the properties exclusive of the Common Area upon which shall be erected a dwelling, the construction of which shall be at least 80% complete, 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% complete, according to the plans and specifications for construction of said dwelling, shall be defined as "Unimproved Lots."

Section 7. "Declarant" shall mean and refer to Royce M. Munderloh, Trustee, his successors and assigns, if such successors and/or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

#### ARTICLE II

#### PROPERTY RIGHTS

Section 1. Owners' Easement of Enjoyment. Every owner shall have a right and easement of enjoyment in and to 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 to the Association to charge reasonable admission and other fees for 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 its 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 two-thirds (2/3) 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 his 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 be all Owners, with the exception of the Declarant, and shall be entitled to one 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 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 on the happening of either of the following events, whichever occurs earlier:

- (a) when total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) on January 1, 1988.

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 therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments as are levied from time to time by the Association; such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, delinquent charges 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, delinquent charges and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of the property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

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Section 2. Purpose of Assessments. The assessments levied by the Association shall be used to promote the recreation, health, safety and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area, exterior maintenance, insurance and such other purposes as are necessary to carry out the purposes of the Association, as more fully set out herein.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment shall be Seven Hundred Fifty Six and 00/100 (\$756.00) Dollars per lot.

(a) From and after January 1 of the year immediately following the conveyance of the first lot to an Owner, the annual assessment may be increased by not more than the greater of either (1) Eight (8%) percent, or (2) the percentage rise in the Consumer Price Index (published by the Department of Labor, Washington, D.C.) for the preceding October over the prior year's October, without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first lot to an Owner, the annual assessment may be increased above said percentage (Paragraph (a) above) by a vote of two-thirds (2/3) of the members who are voting by person or 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 thereto, and for the cost of exterior maintenance, as set out in Article V herein, provided that any such assessment shall have the assent of a two-thirds (2/3) majority 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(b) or 4 shall be sent to all members not less than 10 days nor more than 20 days in advance of the meeting. At the first such meeting called, the presence of

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 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments, with respect to all improved lots shall be uniform in amount. In recognition of the fact that a substantial portion of the budget for the Working Fund for maintenance will be attributable to upkeep, maintenance and security upon improved lots as opposed to unimproved lots, the regular assessment for each unimproved lot will be equal to the equivalent of 10% of the regular assessment due for each improved lot. Said assessment may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments 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 assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates 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 Nonpayment of Assessment; Remedies of the Association. Any assessment not paid when due shall be deemed delinquent. If the assessment is not paid within 30 days after the due date, the assessment shall include a delinquency charge of \$5.00 for each 30 day period for which the assessment remains unpaid. The Association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property through proceedings in any court in Douglas County, Nebraska, having jurisdiction of suits for the enforcement of such liens. No owner may waive or otherwise escape liability

Section 9. Subordination of the Lien to 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 affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any such proceeding in lieu thereof, shall extinguish the lien of such assessments as to the payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V

MAINTENANCE AND INSURANCE

Section 1. Exterior Maintenance. In addition to maintenance upon the Common Area, the Association shall provide exterior maintenance upon each lot and improvements thereon which is subject to assessment hereunder, such as but not limited to the following: paint, repair, replacement and care of roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks, and other exterior improvements. Such exterior maintenance shall not include glass surfaces.

Section 2. Insurance. The Association shall keep in full force and effect Fire and Extended Coverage Insurance on all improvements constructed on any lot to the extent said improvements may be substantially repaired or reconstructed to the same condition and extent as when said improvement was originally constructed and known as Model A, B or C, as set out in the records of the Association. In the event Owner is desirous of effecting such insurance coverage to include additions and improvements not originally considered as part of Model A, B or C, then said insurance shall be purchased and paid for by said Owner and shall not be considered the responsibility of the Association.

Section 3. Willful or Negligent Acts. In the event that the need for maintenance or repair of a lot or the improvements thereon is caused through the willful or negligent acts of its owner, or through the willful or negligent acts of the family, guests or invitees of the owner of the lot needing such maintenance or repair, the cost of such exterior maintenance shall be added to and become part of the assessment to which such lot is subject.

ARTICLE VI

ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until

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 its designated architectural committee. In the event said Board of Directors or its designated committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required, and this Article will be deemed to have been fully complied with.

ARTICLE VII  
PARTY WALLS

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

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

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ARTICLE VIII  
RESPONSIBILITY TO REBUILD

If a structure on any of the properties is damaged or destroyed in whole or in any part thereof, the Owner or Owners of such structure must initiate within a reasonable time and pursue to full restoration any such damage or destruction. The rebuilding or restoration of a party wall is subject to Article VII.

ARTICLE IX  
STAGED DEVELOPMENTS

Additional land within Signal Hill, a Subdivision in Douglas County, Nebraska, may be annexed by the Declarant without the consent of the members within four (4) contiguous years of the date of this instrument.

ARTICLE X  
GENERAL RESTRICTIONS

Section 1. Awnings. No awnings or sun screens of any type shall be affixed to any building or structure within the properties without the written consent of the Association.

Section 2. Buildings or Uses Other Than for Residential Purposes. No building or structure of any sort may ever be placed, erected or used for business, professional, trade or commercial purposes on any of the property within the Properties. Provided, however, the prohibition shall not apply:

(a) to any building or structure that is to be used exclusively by a public utility company in connection with the furnishing of public utility services to the properties, or

(b) to any portion of a building used by Declarant, its licensees or assigns, for a manager's office or sales office, or by the Association, for its offices, or if written permission for such placement, erection or use under (a) above is first obtained from the Committee. Permission of the Committee is not required for exception of (b) above.

Section 3. Fences, Etc. No fences or enclosures of any type or nature whatsoever shall ever be constructed, erected, placed or maintained on or about any building site within the properties, except such fences or enclosures as may be authorized by the Declarant or its designated Architectural Committee. No truck, trailer, boat, motor home, camper equipment or machinery or cars not in daily use shall ever be parked, located or otherwise maintained on any building site, parking area, street or common area in the properties. Automobiles shall be parked only in designated parking areas as published by the Committee in its Rules



property within the properties. No clothes lines or clothes hangers may be constructed or used unless completely concealed with enclosed patio areas.

Section 4. Livestock and Poultry Prohibited. No animals, livestock or poultry of any kind shall be raised or kept on any building site in the properties other than household pets, which shall be limited to two (2) per household. All pets shall be leashed when outside of the home and patio area. No such pet will be kept, bred or maintained for commercial purposes.

Section 5. Noxious Activity. No noxious or offensive activity shall be carried on the properties, nor shall any trash, ashes or other refuse be thrown, placed, dumped upon any vacant building site, nor shall anything ever be done which may be or become an annoyance or nuisance to the neighborhood.

Section 6. Billboards Prohibited. The construction, placing or maintenance of billboards, advertising boards or structures, or "for sale" signs on a lot or improvements thereon is expressly prohibited except that "for sale" sign may be erected by Declarant or Owner consisting of not more than six (6) square feet.

Section 7. Outbuildings Prohibited. No outbuildings or other attached structures appurtenant to a residence may be erected on any of the building sites hereby restricted without the consent in writing of the Declarant or its designated architectural committee.

Section 8. Temporary Structure. No trailer, basement, tent, shack, garage, barn or other outbuilding shall at any time be used for human habitation, temporarily or permanently, nor shall any structure of a temporary character be used for human habitation. Provided, however, nothing contained herein shall restrict Declarant or its assigns from locating, constructing or moving a temporary real estate and/or construction office on any building site in the properties to be used during the period of the construction and sale of the properties. Declarant or its assigns may also erect and maintain model homes for sales purposes and rental and lease purposes, and may operate such office or offices therein for so long as they deem necessary for the purposes of selling, renting or leasing the properties.

Section 9. All garage doors must remain closed at all times except when cars are entering or exiting from the garage space. No garbage cans or trash receptacles are to be permitted outside

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Declarant or its designated architectural committee. Automobile parking will be subject to regulation and restriction by the Association.

ARTICLE XI

GENERAL PROVISIONS

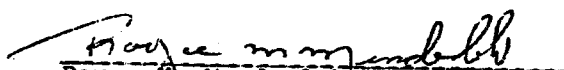
Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any 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. Severability. Invalidation of any one of these covenants or restrictions by judgement or court order shall in no wise affect any other provisions, which shall remain in full force and effect.

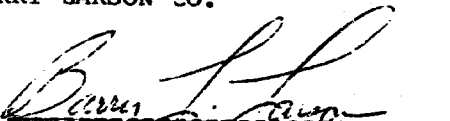
Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by not less than 90% of the lot Owners, and thereafter by an instrument signed by not less than 75% of the lot Owners. Any amendment must be recorded.

Section 4. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

IN WITNESS WHEREOF, the undersigned Declarants herein have set their hands this 14<sup>th</sup> day of April, 1983.

  
Royce A. Munderloh, Trustee

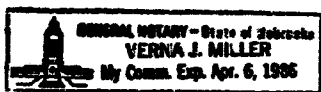
BARRY LARSON CO.

By   
Barry J. Larson

STATE OF NEBRASKA)  
: SS.  
COUNTY OF DOUGLAS)

BE IT KNOWN, that on this 14<sup>th</sup> day of Dec, 1983, before me, a Notary Public in and for said county and state, personally appeared the above named ROYCE M. MUNDERLOH, TRUSTEE, to me known to be the identical person described in and who executed the foregoing instrument, and he acknowledged the execution thereof to be his voluntary act and deed.

WITNESS my hand and Notarial Seal the day and year last above written.

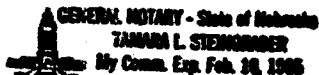


*Verna J. Miller*  
Notary Public

STATE OF NEBRASKA)  
: SS.  
COUNTY OF DOUGLAS)

BE IT KNOWN, that on this 14<sup>th</sup> day of December, 1983, before me, a Notary Public in and for said county and state, personally appeared BARRY LARSON, President of BARRY LARSON CO., a Nebraska Corporation, to me known to be the identical person described in and who executed the foregoing instrument, and he acknowledged the execution thereof to be his voluntary act and deed, and the voluntary act and deed of said corporation.

WITNESS my hand and Notarial Seal the day and year last above written.



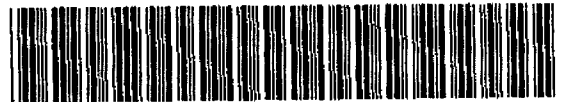
*Tamara L. Stengard*  
Notary Public

EXHIBIT "A"

Lots One (1) thru Eighteen (18), inclusive, in Signal Hill Townhomes', being a replatting of Lots 233 through 241, inclusive, in Signal Hill, a Subdivision as surveyed, platted and recorded, in Douglas County, Nebraska and vacated 122nd Street



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Donna Schultz  
4843 So. 122nd Ct.  
Omaha, NE 68137

CERTIFICATION

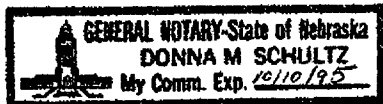
The undersigned, President of the Annes' Court Townhomes Property Owner's Association, Inc., hereby certifies that the attached and foregoing "Amendment of Declaration of Covenants, Conditions, and Restrictions" is true, accurate and complete and has been duly authorized and executed by all of the owners of all of the units of the Annes' Court Townhomes and constitutes a valid and binding Amendment to the "Declaration of Covenants, Conditions and Restrictions," filed for record on November 18, 1983, and found at Book 700 Page 469 of the Miscellaneous Records of the Douglas County Register of Deeds.

Dated this 11<sup>th</sup> day of June, 1994.

Carol A. Sears  
Carol Sears, President, Annes'  
Court Townhomes Property  
Owner's Association, Inc.

STATE OF NEBRASKA )  
                                  ) ss  
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of June, 1994 by Carol Sears, President, Annes' Court Townhomes Property Owner's Association, Inc.



Donna M. Schultz  
Notary Public

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REGISTER OF DEEDS  
DOUGLAS COUNTY

Donna Schultz  
4843 So. 122nd Ct.  
Omaha, NE 68137

AMENDMENT OF DECLARATION OF COVENANTS,  
CONDITIONS, AND RESTRICTIONS

THIS AMENDMENT is made on the date set forth below by the undersigned owners of lots located in the "Anne's Court Townhomes", which owners are hereinafter referred to as the "Declarants".

WHEREAS, in April of 1983, a Declaration was executed for certain lots located in Omaha, Douglas County, Nebraska, which property is more particularly described in said Declaration, and now commonly known as "Anne's Court Townhomes". This Declaration was recorded in the Register of Deeds office, Douglas County, Nebraska, at Book 700, Page 458.

WHEREAS, pursuant to Article XI, Section 3 of this Declaration, the covenants and restrictions thereof may be amended by the lot owners.

NOW THEREFORE, the undersigned Declarants hereby declare that Article V, Section 2 is amended in its entirety to read as follows:

Section 2. Insurance

Subsection A. Basic Coverage. The Association shall purchase insurance policies for the full replacement value of the property including structures but excluding the furnishings and improvements of individual town homes for the benefit of the Association and the owners of each lot and town home lot as their interest may appear. Structure is defined as the exterior of the house including the framework of the walls, floors, ceilings, and drywalls, excluding the finished surfaces. The insurance will specifically not cover items from the interior of the drywall such as: built-in appliances, cabinets, carpet, ceiling fans, finished surfaces, fireplaces, free-standing appliances, furnaces, garage door openers, glass, hot water heaters, lighting fixtures, plumbing fixtures, pipes, wallpaper and window treatments. The Association is further empowered to procure such other insurance as the Association may deem advisable from time to time.

Subsection B. Homeowner Responsibility. The Homeowner is responsible to procure at his own expense, insurance upon the personal property, furnishings, finished surfaces, and improvements located on the premises as well as coverage for personal liability and such other risks as are ordinarily protected under homeowner's insurance policies. The homeowner's insurance should not in any way impair, limit or restrict the effectiveness of the basic coverage carried by the Association.

Subsection C. Insurance Coverage for Common Area. The Association shall procure and maintain appropriate insurance upon the Common Area and structures located thereon insuring against the perils of fire, lightning, malicious mischief, and vandalism with extended coverage in amounts equivalent to full replacement costs of any damage or destruction caused by any such peril. The Association shall carry general public liability insurance with limits which the Association deems appropriate.

FURTHERMORE, the undersigned lot owners hereby declare that Article XI, Section 3 is amended in its entirety to read as follows:

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 this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by an instrument signed by not less than 75% of the Lot Owners. Any amendment must be recorded.

IN WITNESS WHEREOF, we, the undersigned Declarants herein have read, understand and agree to the above changes in the covenants, conditions and restrictions of Anne's Court Townhomes.



I (We) have read, understand, and agree to the above changes in the covenants, conditions, and restrictions of Anne's Court Townhomes.

Roderic L. Jacobus II

6-8-94

STATE OF NEBRASKA )  
 ) ss  
COUNTY OF DOUGLAS )



The foregoing instrument was acknowledged before me this 8th day of June, 1994 by Roderic L. JACOBUS II.

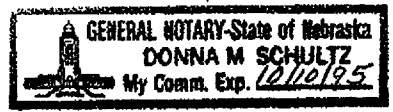
Donna M. Schultz  
Notary Public

Carol Ann Sears

6-9-94

12209 Ann St.

STATE OF NEBRASKA )  
 ) ss  
COUNTY OF DOUGLAS )



The foregoing instrument was acknowledged before me this 9th day of June, 1994 by Carol Ann Sears.

Donna M. Schultz  
Notary Public

























I (We) have read, understand, and agree to the above changes in the covenants, conditions, and restrictions of Anne's Court Townhomes.

Barry J. Larson, Partner      Signal Hill Townhomes, JV.

STATE OF NEBRASKA    )  
                                  ) SS  
COUNTY OF DOUGLAS    )

The foregoing instrument was acknowledged before me this 8 day of July, 1994 by BARRY L. LARSON, Partner of Signal Hill Townhomes, JV &



Gina J. Langin  
Notary Public

STATE OF NEBRASKA    )  
                                  ) SS  
COUNTY OF DOUGLAS    )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_ by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

Subsection B. Homeowner Responsibility. The Homeowner is responsible to procure at his own expense, insurance upon the personal property, furnishings, finished surfaces, and improvements located on the premises as well as coverage for personal liability and such other risks as are ordinarily protected under homeowner's insurance policies. The homeowner's insurance should not in any way impair, limit or restrict the effectiveness of the basic coverage carried by the Association.

Subsection C. Insurance Coverage for Common Area. The Association shall procure and maintain appropriate insurance upon the Common Area and structures located thereon insuring against the perils of fire, lightning, malicious mischief, and vandalism with extended coverage in amounts equivalent to full replacement costs of any damage or destruction caused by any such peril. The Association shall carry general public liability insurance with limits which the Association deems appropriate.

FURTHERMORE, the undersigned lot owners hereby declare that Article XI, Section 3 is amended in its entirety to read as follows:

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 this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by an instrument signed by not less than 75% of the Lot Owners. Any amendment must be recorded.

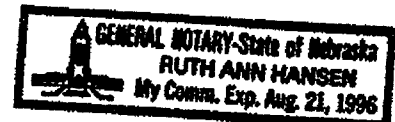
IN WITNESS WHEREOF, we, the undersigned Declarants herein have read, understand and agree to the above changes in the covenants, conditions and restrictions of Anne's Court Townhomes.

*State of Nebraska  
County of Douglas*

*The foregoing instrument was acknowledged before me this  
6th day of June, 1994.*

*Joan Sacco*

*6/10/94*



*Ruth Ann Hansen*

## EXHIBIT A

LOTS ONE (1) THROUGH EIGHTEEN (18), INCLUSIVE, IN SIGNAL HILL TOWNHOMES', BEING A REPLATTING OF LOTS 233 THROUGH 241, INCLUSIVE, IN SIGNAL HILL, A SUBDIVISION AS SURVEYED, PLATTED AND RECORDED, IN DOUGLAS COUNTY, NEBRASKA AND VACATED 122nd STREET.

64-35882

US2



RECEIVED

Oct 17 11 29 AM '95

GEORGE J. BUGLEWICZ  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NE

11215

#88-109

FEE	92 <sup>50</sup>	R	FB	64-35882
DEL.		C/O	COMP	100
LEGAL PG		SCAM	W	FV

*[Faint, illegible text]*

Carrie  
Carol Sears  
12209 Anne St.



CERTIFICATION

The undersigned, President of Anne's Court Townhomes Property Owner's Association, Inc., hereby certifies that the attached and foregoing "Amendment of Declaration of Covenants, Conditions, and Restrictions" is true, accurate and complete and has been duly authorized and executed by all of the owners of all of the units of Anne's Court Townhomes and constitutes a valid and binding Amendment to the "Declaration of Covenants, Conditions and Restrictions," filed for record on November 18, 1983, and found at Book 700 Page ~~479~~ <sup>458</sup> of the Miscellaneous Records of the Douglas County Register of Deeds.

Dated this 27<sup>th</sup> day of September, 1995.

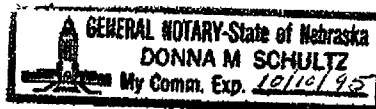
Carol A. Sears

Carol Sears, President, Anne's Court Townhomes Property Owner's Association, Inc.

STATE OF NEBRASKA )

) ss

COUNTY OF DOUGLAS )



The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of September, 19 95 by Carol Sears, President, Anne's Court Townhomes Property Owner's Association, Inc.

Donna M. Schultz  
Notary Public

**AMENDMENT OF DECLARATION OF COVENANTS,  
CONDITIONS, AND RESTRICTIONS**

THIS AMENDMENT is made on the date set forth below by the undersigned owners of lots located in the "Anne's Court Townhomes", which owners are hereinafter referred to as the "Declarants".

WHEREAS, in April of 1983, a Declaration was executed for certain lots located in Omaha, Douglas County, Nebraska, which property is more particularly described in said Declaration, and now commonly known as "Anne's Court Townhomes". The Declaration was recorded in the Register of Deeds office, Douglas County, Nebraska, at Book 700, Page 458.

WHEREAS, pursuant to Article XI, Section 3 of this Declarations, the covenants and restrictions thereof may be amended by the lot owners.

NOW THEREFORE, the undersigned Declarants hereby declare that Article IV, Section 8 is amended in its entirety to read as follows:

Section 8. Effect of Nonpayment of Assessment; Remedies of the Association. Any assessment not paid when due shall be deemed delinquent. If the assessment is not paid within 30 days after the due date, the assessment shall include a delinquency charge of 12% on the balance for each thirty day period for which the assessment remains unpaid. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property through proceedings in any court in Douglas County, Nebraska, having jurisdiction of suits for the enforcement of such liens. Delinquencies, costs and attorney's fees of any such assessment are the obligation of the delinquent Owner. No owner may waive or otherwise escape liability for the assessments provide for herein by non-use of the Common Area or abandonment of his lot.

FURTHERMORE, the undersigned lot owners hereby declare that Article V, Section 2, Subsection A is amended in its entirety to read as follows:

Section 2. Insurance

Subsection A. Basic Coverage. The Association shall keep in full force and effect Fire and Extended Coverage Insurance on all improvement constructed on any lot to the extent said improvements may be substantially repaired or reconstructed to the same condition and extent as when said improvement was originally constructed as set out in the records of the Association. In the event Owner is desirous of effecting such insurance coverage to include additions and improvements not originally considered as part of the original construction, then said insurance shall be purchased and paid for by said Owner and shall not be considered the responsibility of the Association.

IN WITNESS WHEREOF, we, the undersigned Declarants herein have read, understand and agree to the above changes in the covenants, conditions and restrictions of Anne'e Court Townhomes.

465

**AMENDMENT OF DECLARATION OF COVENANTS,  
CONDITIONS, AND RESTRICTIONS**

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FURTHERMORE, the undersigned lot owners hereby declare that Article V, Section 2, Subsection A is amended in its entirety to read as follows:

Section 2. Insurance

Subsection A. Basic Coverage. The Association shall keep in full force and effect Fire and Extended Coverage Insurance on all improvement constructed on any lot to the extent said improvements may be substantially repaired or reconstructed to the same condition and extent as when said improvement was originally constructed as set out in the records of the Association. In the event Owner is desirous of effecting such insurance coverage to include additions and improvements not originally considered as part of the original construction, then said insurance shall be purchased and paid for by said Owner and shall not be considered the responsibility of the Association.

IN WITNESS WHEREOF, we, the undersigned Declarants herein have read, understand and agree to the above changes in the covenants, conditions and restrictions of Anne'e Court Townhomes.

*[Handwritten signature]*

*Caree A. Flynn* 9/5/95

NOTARIAL SEAL - AFFIXED  
REGISTER OF DEEDS

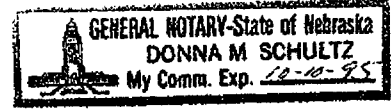
GENERAL NOTARY - State of Nebraska

I (We) have read, understand, and agree to the above changes in the Covenants, Conditions, and Restrictions of Anne's Court Townhomes.

Joan Sacco

9/24/95

\_\_\_\_\_



STATE OF NEBRASKA )

) ss

COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of September, 1995 by

JOAN SACCO

Donna M. Schultz  
Notary Public

Diane "Dini" M Hansen

9-24-95

\_\_\_\_\_



STATE OF NEBRASKA )

) ss

COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of September, 1995 by

DIANE M. HANSEN

Donna M. Schultz  
Notary Public

656

I (We) have read, understand, and agree to the above changes in the Covenants, Conditions, and Restrictions of Anne's Court Townhomes.

Donna M. Schultz

9-22-95

\_\_\_\_\_

STATE OF NEBRASKA )

) ss

COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me this 22<sup>nd</sup> day of September, 1995 by

Donna M. Schultz



Charlotte M. Coyle  
Notary Public

Roseanne M. Quagliarello

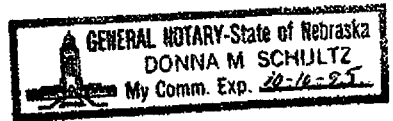
24 Sept 95

NOTARIAL SEAL AFFIXED  
REGISTER OF DEEDS

STATE OF NEBRASKA )

) ss

COUNTY OF DOUGLAS )



The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of September, 1995 by

ROSEANNE QUAGLIARIELLO

Donna M. Schiltz

657

I (We) have read, understand, and agree to the above changes in the Covenants, Conditions, and Restrictions of Anne's Court Townhomes.

Simone Girard

9-11-95

STATE OF NEBRASKA )  
 ) ss  
COUNTY OF DOUGLAS )



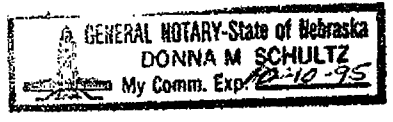
The foregoing instrument was acknowledged before me this 11th day of September, 1995 by SIMONE GIRARD

Donna M. Schultz  
Notary Public

Karen Guilfoyle

9/23/95

STATE OF NEBRASKA )  
 ) ss  
COUNTY OF DOUGLAS )



NOTARIAL SEAL AFFIXED  
REGISTER OF DEEDS

The foregoing instrument was acknowledged before me this 23rd day of September, 1995 by KAREN GUILFOYLE

Donna M. Schultz

USD

I (We) have read, understand, and agree to the above changes in the Covenants, Conditions, and Restrictions of Anne's Court Townhomes.

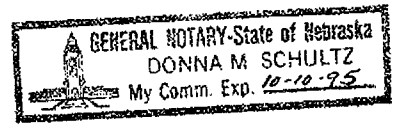
Loann Peterson

9-24-95

STATE OF NEBRASKA )

) ss

COUNTY OF DOUGLAS )



The foregoing instrument was acknowledged before me this 24th day of September, 1995 by LOANN PETERSON

Donna M. Schultz  
Notary Public

Dorothy E. Bast

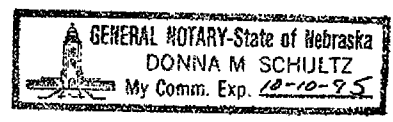
9-24-95

NOTARIAL SEAL AFFIXED  
REGISTER OF DEEDS

STATE OF NEBRASKA )

) ss

COUNTY OF DOUGLAS )



The foregoing instrument was acknowledged before me this 24th day of September, 1995 by DOROTHY E. BAST

Donna M. Schultz  
Notary Public

659

I (We) have read, understand, and agree to the above changes in the Covenants, Conditions, and Restrictions of Anne's Court Townhomes.

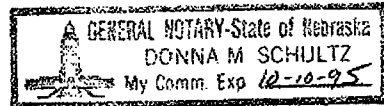
Deann K. Trayer

9-24-95

STATE OF NEBRASKA )

) ss

COUNTY OF DOUGLAS )



The foregoing instrument was acknowledged before me this 24th day of September, 1995 by Deann K. Trayer

Donna M. Schultz  
Notary Public

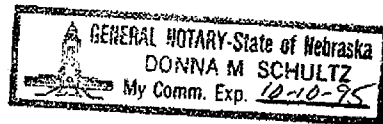
Dorothy Lathrop

NOTARIAL SEAL AFFIXED  
REGISTER OF DEEDS

STATE OF NEBRASKA )

) ss

COUNTY OF DOUGLAS )



The foregoing instrument was acknowledged before me this 24th day of September, 1995 by Dorothy Lathrop

Donna M. Schultz  
Notary Public



I (We) have read, understand, and agree to the above changes in the Covenants, Conditions, and Restrictions of Anne's Court Townhomes.

Barbara J. Stenberg

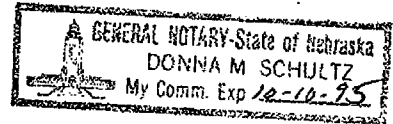
9-24-95

Ted Stenberg

STATE OF NEBRASKA )

) ss

COUNTY OF DOUGLAS )



The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of September, 1995 by

BARBARA J. STENBERG and  
TED STENBERG

Donna M. Schultz  
Notary Public

NOTARIAL SEAL AFFIXED  
REGISTER OF DEEDS

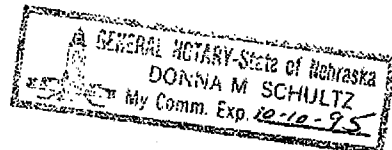
Bernard Guilfoyle

Betty Guilfoyle

STATE OF NEBRASKA )

) ss

COUNTY OF DOUGLAS )



The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of September, 1995 by

BERNARD GUILFOYLE and  
BETTY GUILFOYLE

Donna M. Schultz  
Notary Public

lelel

I (We) have read, understand, and agree to the above changes in the Covenants, Conditions, and Restrictions of Anne's Court Townhomes.

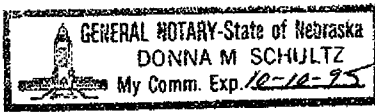
Janice E. Kilbride

9-24-95

STATE OF NEBRASKA )

) ss

COUNTY OF DOUGLAS )



The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of September, 1995 by JANICE E. KILBRIDE

Donna M. Schultz  
Notary Public

NOTARIAL SEAL AFFIXED REGISTER OF DEEDS

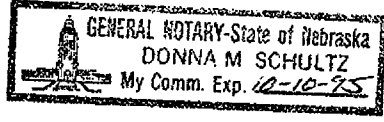
Clarice Lowe

9-24-95

STATE OF NEBRASKA )

) ss

COUNTY OF DOUGLAS )



The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of September, 1995 by CLARICE LOWE

Donna M. Schultz  
Notary Public

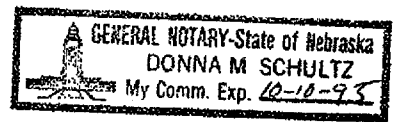
663

I (We) have read, understand, and agree to the above changes in the Covenants, Conditions, and Restrictions of Anne's Court Townhomes.

M Patricia Piccolo

9-24-95

STATE OF NEBRASKA )  
 ) ss  
COUNTY OF DOUGLAS )



The foregoing instrument was acknowledged before me this 24th day of September, 1995 by M. Patricia Piccolo

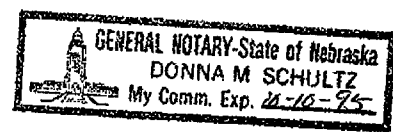
Donna M. Schultz  
Notary Public

NOTARIAL SEAL AFFIXED  
REGISTER OF DEEDS

Barbara D. Meador

Robert E. Meador

STATE OF NEBRASKA )  
 ) ss  
COUNTY OF DOUGLAS )



The foregoing instrument was acknowledged before me this 24th day of September, 1995 by BARBARA D. MEADOR and Robert E. MEADOR

Donna M. Schultz  
Notary Public

lel04

I (We) have read, understand, and agree to the above changes in the Covenants, Conditions, and Restrictions of Anne's Court Townhomes.

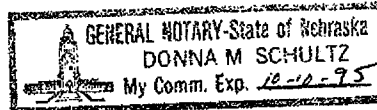
Carol A Sears

9-24-95

STATE OF NEBRASKA )

) ss

COUNTY OF DOUGLAS )



The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of September, 1995 by

Carol A. Sears

Donna M. Schultz  
Notary Public

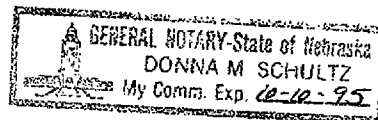
Thomas C. Schrad

NOTARIAL SEAL AFFIXED  
REGISTER OF DEEDS

STATE OF NEBRASKA )

) ss

COUNTY OF DOUGLAS )



The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of September, 1995 by

Thomas C. Schrad

Donna M. Schultz  
Notary Public

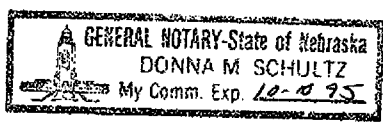
662

I (We) have read, understand, and agree to the above changes in the Covenants, Conditions, and Restrictions of Anne's Court Townhomes.

Gurnell Johnson

9-24-95

STATE OF NEBRASKA )  
 ) ss  
COUNTY OF DOUGLAS )



The foregoing instrument was acknowledged before me this 24th day of September, 1995 by GURNELL JOHNSON

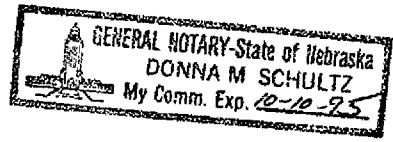
Donna M. Schultz  
Notary Public

Sharon R Redding

9-24-95

NOTARIAL SEAL AFFIXED  
REGISTER OF DEEDS

STATE OF NEBRASKA )  
 ) ss  
COUNTY OF DOUGLAS )



The foregoing instrument was acknowledged before me this 24th day of September, 1995 by SHARON R. REDDING

Donna M. Schultz  
Notary Public

6666

I (We) have read, understand, and agree to the above changes in the Covenants, Conditions, and Restrictions of Anne's Court Townhomes.

Shirley J. Emig

9/25/95



STATE OF NEBRASKA )

) ss

COUNTY OF DOUGLAS )

NOTARIAL SEAL AFFIXED  
REGISTER OF DEEDS

The foregoing instrument was acknowledged before me this 25<sup>th</sup> day of September, 1995 by

SHIRLEY J. EMIG

Notary Public

**NOTICE:** ERROR HAS BEEN FOUND INASMUCH AS: Notary did not sign the acknowledgment.

STATE OF NEBRASKA )

) ss

COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_ by \_\_\_\_\_

Notary Public

667

I (We) have read, understand, and agree to the above changes in the Covenants, Conditions, and Restrictions of Anne's Court Townhomes.

*Lynda Madden*

ILLINOIS  
STATE OF ~~NEBRASKA~~ )

COOK ) ss  
COUNTY OF ~~DOUGLAS~~ )

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of September, 1991 by LYNDA MADDEN

*John E. Ruskul*  
Notary Public



NOTARIAL SEAL AFFIXED  
REGISTER OF DEEDS

668

## EXHIBIT A

LOTS ONE THROUGH THIRTEEN, AND LOTS SEVENTEEN AND EIGHTEEN, IN SIGNAL HILL TOWNHOMES, BEING A REPLATTING OF LOTS 233 THROUGH 241, INCLUSIVE, IN SIGNAL HILL, A SUBDIVISION AS SURVEYED, PLATTED AND RECORDED, IN DOUGLAS COUNTY, NEBRASKA AND VACATED 122nd STREET.





MISC 2003202183

RICHARD M. TAKECHI  
REGISTER OF DEEDS  
DUGLAS COUNTY, NE.



OCT 17 2003 10:36 P 22

RECEIVED

**DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS**

THIS DECLARATION, made on the date hereinafter set forth by the Anne's Court Townhomes Property Owners Association, Inc., a Nebraska Corporation, hereinafter referred to as "Declarant".

**WITNESSETH:**

WHEREAS, Declarant is the Owner of certain property in Omaha, County of Douglas, State of Nebraska, which is more particularly described on Exhibit "A" which is attached hereto, and by this reference made a part hereof.

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title or interest in the described Properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

**ARTICLE I  
DEFINITIONS**

**SECTION 1.** "Association" shall mean and refer to Anne's Court Townhomes Property Owners Association, Inc., its 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 lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

**SECTION 3.** "Properties" shall mean and refer to that certain real property hereinbefore described, and such addition thereto as may hereafter be brought within the jurisdiction of the Association.

**SECTION 4.** "Common Area" shall mean all property (including the improvements thereto) 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 Seventeen (17) and Eighteen (18), Signal Hill Townhomes, a Subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, subject to a perpetual vehicular and pedestrian easement hereby reserved by the above described Common Areas; and the Declarant hereby reserves the right to hereafter grant one or several easements over said Property in favor of any future Owners, occupants and users of the road on said Property.

**SECTION 5.** "Lot" shall mean and refer to any parcel of land, whether all or a portion of any platted lot, shown upon any recorded subdivision map or plat of the properties, upon which a living unit is built, with the exception of the Common Area.

**SECTION 6.** "Improved Lot" shall mean and refer to any lot on the properties exclusive of the Common Area upon which shall be erected a dwelling.

**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.** All Owners shall be entitled to one 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.

**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 therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments as are levied from time to time by the Association; such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, delinquent charges 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, delinquent charges and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of the Property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

**SECTION 2. Purpose of Assessments.** The assessments levied by the Association shall be used to promote the recreation, health, safety and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area, exterior maintenance, insurance and such other purposes as are necessary to carry out the purposes of the Association, as more fully set out herein.

**SECTION 3. Maximum Annual Assessment.** (a) From and after January 1, 2004, the annual assessment may be increased by not more than 10% over the prior year's assessment without a vote of the membership. (b) the annual assessment may be increased above said percentage above by a vote of two-thirds (2/3) of the members who are voting in person or 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 without the vote as described above.

**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 thereto, and for the cost of exterior maintenance, as set out in Article V herein, provided that any such assessment shall have the assent of a two-thirds (2/3) majority of the 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(b) or 4 shall be sent to all members not less than 10 days nor more than 20 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty (60) percent of all of 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 60 days following the preceding meeting.

**SECTION 6. Uniform Rate of Assessment.** Both annual and special assessments, with respect to all improved lots shall be uniform in amount.

**SECTION 9. Subordination of the Lien to 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 affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any such proceeding in lieu thereof, shall extinguish the lien of such assessments as to the payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V  
MAINTENANCE AND INSURANCE

**SECTION 1. Exterior Maintenance.** In addition to maintenance upon the Common Area, the Association shall provide exterior maintenance upon each lot and improvements thereon which is subject to assessment hereunder, such as but not limited to the following: paint, repair, replacement and care of roofs, gutters, downspouts, exterior building surfaces, trees and shrubs that had been provided and paid for by the Association, grass, walks and other exterior improvements. Such exterior maintenance shall not include glass surfaces.

**SECTION 2. Insurance.** The Association shall keep in full force and effect Fire and Extended Insurance on all improvements constructed on any lot to the extent said improvements may be substantially repaired or reconstructed to the same condition and extent as when said improvement was originally constructed and known as Model A, B, C, or D, as set out in the records of the Association. In the event Owner is desirous of effecting such insurance coverage to include additions and improvements not originally considered as part of Model A, B, C, or D, then said insurance shall be purchased and paid for by said Owner and shall not be considered the responsibility of the Association. As necessary, the Board of Directors will have the power to levy a special assessment to cover the cost of the deductible amount on any claim made on behalf of the Association.

**SECTION 3. Willful or Negligent Acts.** In the event that the need for maintenance or repair of a lot or the improvements thereon is caused through the willful or negligent acts of its Owner, or through the willful or negligent acts of the family, guests, or invitees of the Owner of the lot or improvement needing such maintenance or repair, the cost of such exterior maintenance shall be added to and become part of the assessment to which such lot is subject.

ARTICLE VI  
ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the 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 the surrounding structures and topography by the Board of Directors of the Association or its designated architectural committee. In the event said Board of Directors or its designated committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE VII  
PARTY WALLS

**SECTION 1. General Rules of Law to Apply.** Each wall which is built as a 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 the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

**SECTION 2. Sharing of Repair and Maintenance.** The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

**ARTICLE VIII**  
**RESPONSIBILITY TO REBUILD**

If a structure on any of the properties is damaged or destroyed in whole or in any part thereof, the Owner or Owners of such structure must initiate within a reasonable time and pursue to full restoration any such damage or destruction. The rebuilding or restoration of a party wall is subject to Article VII.

**ARTICLE IX**  
**GENERAL RESTRICTIONS**

**SECTION 1. Awnings.** No awnings or sun screens of any type shall be affixed to any building or structure within the Properties without the written consent of the Association.

**SECTION 2. Buildings or Use Other Than for Residential Purposes.** No building or structure of any sort may ever be placed, erected or used for business, professional, trade or commercial purposes on any of the property within the Properties. Provided however, the prohibition shall not apply: (a) to any building or structure that is to be used exclusively by a public utility company in connection with the furnishing of public utility services to the Properties.

**SECTION 3. Fences.** No fences or enclosures of any type or nature whatsoever shall ever be constructed, erected, placed or maintained on or about any building site within the Properties, except such fences or enclosures may be authorized by the Board of Directors or its designated Architectural Committee. No trailers, boat, motor home, camper equipment or machinery or cars not in daily use shall ever be parked, located or otherwise maintained on any building site, parking area, street or common area in the properties. Automobiles shall be parked only in designated parking areas as published by the Committee in its Rules and Regulations. No external television or radio antenna shall hereafter be erected on or about any of the building sites or property within the Properties without the written permission of the Board of Directors.

**SECTION 4. Live Animals.** No animals, livestock or poultry of any kind shall be raised or kept on any building site in the Properties other than household pets, which shall be limited to two (2) per household. All pets shall be leashed when outside of the home and patio area and Owners shall be responsible for cleaning up after their dogs. No such pet will be kept, bred or maintained for commercial purposes.

**SECTION 5. Noxious or Offensive Activity.** No noxious or offensive activity shall be carried on the Properties, nor shall any trash, ashes or other refuse be thrown, placed or dumped upon any building site, nor shall anything ever be done which may be or becomes an annoyance or nuisance to the neighborhood.

**SECTION 6. Billboards.** No construction, placing or maintenance of billboards, advertising boards or structures shall be permitted on any Property.. Only "For Sale" signs smaller than five (5) square feet will be allowed.

**SECTION 7. Outbuildings.** No outbuildings or other attached structures appurtenant to a lot may be erected on any of the Lots. No trailer, basement, tent, shack, garage, barn or other structure shall at any time be used for human habitation, temporarily or permanently, nor shall any structure of a temporary character be used for human habitation.

**SECTION 8.** All garage doors must remain closed at all times except when cars are entering or exiting from the garage space. No garbage cans or trash receptacles are to be permitted outside unless fully screened from view. Private barbecue grills will be subject to regulation and restriction and/or exclusion by the Board of Directors. All off-street parking will be subject to regulation and restriction by the Board of Directors.

**SECTION 9.** All Properties shall be owner occupied. No sub-leasing or rentals will be permitted. The

EXHIBIT 'A'

64-35882

Lots One (1) through Eight (8), inclusive, in Signal Hill Townhomes, being a replatting of Lots 233 through 244, inclusive in Signal Hill, a Subdivision as surveyed, platted and recorded in Douglas County, Nebraska and vacated 122<sup>nd</sup> Street.

Lots 14, 15, and 16 of Signal Hill Townhomes now known as Lots 1 and 2, Signal Hill Townhomes Replat 2, and Lots 1 and 2, Signal Hill Townhomes Replat 3

64-35883

64-35887

**SECTION 3. Amendment.** The covenants and restrictions of this Declaration shall run with the bind the land for a term of ten (10) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by not less than two-thirds (2/3) of the lot Owners, and thereafter by an instrument signed by not less than two-thirds (2/3) of the lot Owners. Any Amendment must be recorded.

IN WITNESS WHEREOF, the undersigned representatives of the Declarants, the 2003 Board of Directors of The Anne's Court Townhome Property Owners Association, Inc., herein have set their hands this 21<sup>st</sup> th day of September, 2003.

Bernard M. Guilfoyle  
President

Lubna Bartek  
Vice-President

STATE OF NEBRASKA )  
:SS

STATE OF NEBRASKA )  
:SS

COUNTY OF DOUGLAS )

COUNTY OF DOUGLAS )

BE IT KNOWN, that on this 21 th day of Sept. 2003, before me, a Notary Public in and for said county and state, personally appeared the above named Bernard M. Guilfoyle to me known to be the identical person described in and who executed the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed.

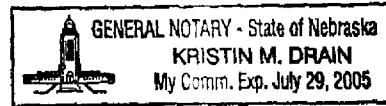
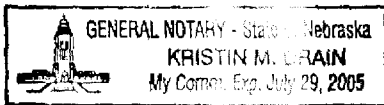
BE IT KNOWN, that on this 21 th day of Sept 2003, before me, a Notary Public in and for said county and state personally appeared the above named Lubna Bartek to me known to be the identical person described in and who executed the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed.

WITNESS my hand and Notarial Seal the day and year last above written.

WITNESS my hand and Notarial Seal the day and year last above written.

Kristin M. Drain  
Notary Public

Kristin M. Drain  
Notary Public



Deann K. Taylor  
Secretary

Lou Ann Patterson  
Treasurer

STATE OF NEBRASKA )  
:SS

STATE OF NEBRASKA )  
:SS

COUNTY OF DOUGLAS )

COUNTY OF DOUGLAS )

BE IT KNOWN, that on this 21 th day of Sept. 2003, before me, a Notary Public in and for said county and state, personally appeared the above named Deann K. Taylor to me known to be the identical person described in and who executed the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed.

BE IT KNOWN, that on this 21 th day of Sept. 2003, before me, a Notary Public in and for said county and state personally appeared the above named Lou Ann Patterson to me known to be the identical person described in and who executed the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed.

WITNESS my hand and Notarial Seal the day and year last above written.

WITNESS my hand and Notarial Seal the day and year last above written.

Kristin M. Drain  
Notary Public

Kristin M. Drain  
Notary Public

