



1125 200 MISC



08789 94 200-217

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

8789  
FEE 99.00 R FB 104-35882  
DEL C/O COMP  
LEGAL PG SCAN FV

RECEIVED  
JUL 20 11 36 AM '94  
GEORGE J. BUGLEWICZ  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NE

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. Jacobs 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. Jacobs II.

Donna M. Schultz  
Notary Public

Carol Ann Sears

6-9-94

12209 Ann St.

STATE OF NEBRASKA     )  
                                      ) ss  
COUNTY OF DOUGLAS    )



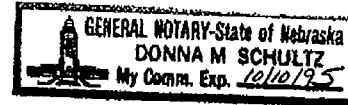
The foregoing instrument was acknowledged before me this  
9th day of June, 1994 by  
Carol Ann Sears.

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.

Dorothy E. Bast  
[Signature]

June 9, 1994



STATE OF NEBRASKA     )  
                                      ) ss  
COUNTY OF DOUGLAS    )

The foregoing instrument was acknowledged before me this  
9th day of June, 1994 by  
Dorothy E. Bast and Richard V. Bast

Donna M. Schultz  
Notary Public

Patricia Piccolo



STATE OF NEBRASKA     )  
                                      ) ss  
COUNTY OF DOUGLAS    )

The foregoing instrument was acknowledged before me this  
9th day of June, 1994 by  
M. Patricia Piccolo

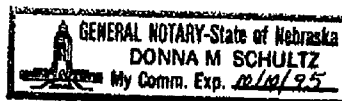
Donna M. Schultz  
Notary Public

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

Clarice Lowe

June 9, 1994

STATE OF NEBRASKA     )  
                                      ) ss  
COUNTY OF DOUGLAS    )



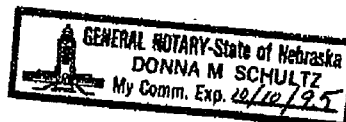
The foregoing instrument was acknowledged before me this  
9th day of June, 1994 by  
Clarice Lowe

Donna M. Schultz  
Notary Public

Sharon R. Reddy

6/9/94

STATE OF NEBRASKA     )  
                                      ) ss  
COUNTY OF DOUGLAS    )



The foregoing instrument was acknowledged before me this  
9th day of June, 1994 by  
Sharon R. Redding

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.

Eleanor Cerone

6-9-94

STATE OF NEBRASKA     )  
                                      ) ss  
COUNTY OF DOUGLAS    )



The foregoing instrument was acknowledged before me this  
9th day of June, 1994 by  
Eleanor Cerone

Donna M. Schultz  
Notary Public

Dorothy Lathrop

June 9, 1994

STATE OF NEBRASKA     )  
                                      ) ss  
COUNTY OF DOUGLAS    )



The foregoing instrument was acknowledged before me this  
9th day of June, 1994 by  
Dorothy Lathrop

Donna M. Schultz  
Notary Public

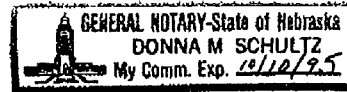


I (We) have read, understand, and agree to the above changes in the covenants, conditions, and restrictions of Anne's Court Townhomes.

Bernard M. Guilfoyle

June 9, 1994

Betty Guilfoyle



STATE OF NEBRASKA     )  
                                      ) ss  
COUNTY OF DOUGLAS    )

The foregoing instrument was acknowledged before me this  
9th day of June, 1994 by  
Bernard M. and Betty Guilfoyle

Donna M. Schultz  
Notary Public

Arthur K. Bren

June 9, 1994

Gary E. Bren



STATE OF NEBRASKA     )  
                                      ) ss  
COUNTY OF DOUGLAS    )

The foregoing instrument was acknowledged before me this  
9th day of June, 1994 by  
Bretchen K. and Gary E. Bren

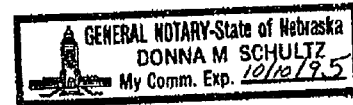
Donna M. Schultz  
Notary Public

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

Thomas C. Schrad

6-9-94

STATE OF NEBRASKA     )  
                                      ) ss  
COUNTY OF DOUGLAS    )

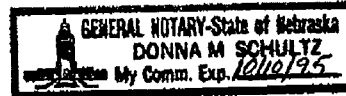


The foregoing instrument was acknowledged before me this  
9th day of June, 1994 by  
Thomas C. Schrad

Donna M. Schultz  
Notary Public

6-11-94

STATE OF NEBRASKA     )  
                                      ) ss  
COUNTY OF DOUGLAS    )



The foregoing instrument was acknowledged before me this  
11th day of June, 1994 by  
Keith Adams

Donna M. Schultz  
Notary Public

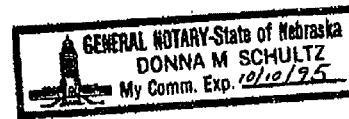
I (We) have read, understand, and agree to the above changes in the covenants, conditions, and restrictions of Anne's Court Townhomes.

Theodore W. Stenberg

June 9, 1994

Barbara J. Stenberg

STATE OF NEBRASKA     )  
                                      ) ss  
COUNTY OF DOUGLAS    )



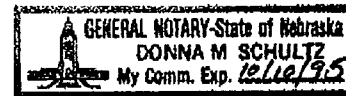
The foregoing instrument was acknowledged before me this  
9th day of June, 1994 by  
Theodore W. Stenberg and Barbara J. Stenberg

Donna M. Schultz  
Notary Public

Ludy J. Grudel

6-9-94

STATE OF NEBRASKA     )  
                                      ) ss  
COUNTY OF DOUGLAS    )



The foregoing instrument was acknowledged before me this  
9th day of June, 1994 by  
Ludy J. Grudel

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.

Karen Guilfoyle

6-9-94

STATE OF NEBRASKA     )  
                                  ) ss  
COUNTY OF DOUGLAS    )



The foregoing instrument was acknowledged before me this  
9th day of June, 1994 by  
Karen Guilfoyle

Donna M. Schultz  
Notary Public

Lou Ann Peterson

6-9-94

STATE OF NEBRASKA     )  
                                  ) ss  
COUNTY OF DOUGLAS    )



The foregoing instrument was acknowledged before me this  
9th day of June, 1994 by  
Lou Ann Peterson

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 D. Meador

6-9-94

Robert E. Meador

STATE OF NEBRASKA     )  
                                  ) ss  
COUNTY OF DOUGLAS    )



The foregoing instrument was acknowledged before me this  
9th day of June, 1994 by  
Barbara D. Meador and Robert E. Meador.

Donna M. Schultz  
Notary Public

Gurnell I. Johnson

6-9-94

STATE OF NEBRASKA     )  
                                  ) ss  
COUNTY OF DOUGLAS    )



The foregoing instrument was acknowledged before me this  
9th day of June, 1994 by  
Gurnell I. Johnson.

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.

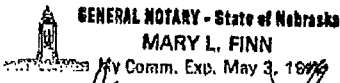
Donna M. Schultz

6-10-94

STATE OF NEBRASKA     )  
                                  ) SS  
COUNTY OF DOUGLAS    )

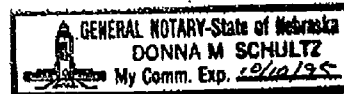
The foregoing instrument was acknowledged before me this  
10th day of JUNE, 1994 by  
DONNA M. SCHULTZ.

Mary L. Finn  
Notary Public

  
Christine Enterline Lamprecht

6-11-94

STATE OF NEBRASKA     )  
                                  ) SS  
COUNTY OF DOUGLAS    )



The foregoing instrument was acknowledged before me this  
11th day of June, 1994 by  
CHRISTINE ENTERLINE LAMPRECHT.

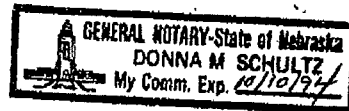
Donna M. Schultz  
Notary Public

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

Thelma E. Minkner

6/11/94

STATE OF NEBRASKA     )  
                                      ) SS  
COUNTY OF DOUGLAS    )



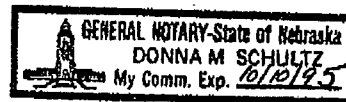
The foregoing instrument was acknowledged before me this 11th day of June, 1994 by THELMA E. MINKNER

Donna M. Schultz  
Notary Public

Diane M. Hansen

6/12/94

STATE OF NEBRASKA     )  
                                      ) SS  
COUNTY OF DOUGLAS    )



The foregoing instrument was acknowledged before me this 12th day of June, 1994 by DIANE M. HANSEN

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.

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 June, 1994 by  
Lynda Madden.



John E. Ruskuls  
Notary Public

STATE OF NEBRASKA )  
                    ) ss  
COUNTY OF DOUGLAS )

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

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



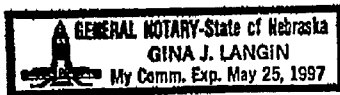
I (We) have read, understand, and agree to the above changes in the covenants, conditions, and restrictions of Anne's Court Townhomes.

Barry J. Larson, Partner

Signal Hill Townhomes, JVP

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, JVP



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.

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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.

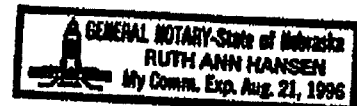
State of Nebraska

County of Douglas

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

Joan Sacco

6/10/94



Ruth Ann Hansen

6-10-94

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