



MISC Inst. # 2021011463, Pg: 1 of 20 Rec Date: 01/27/2021 10:30:29.377

Fee Received: \$124.00 By: JS

Douglas County, NE Assessor/Register of Deeds DIANE L. BATTIATO

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When Recorded, Please Return To:  
Farnham & Griffin, PC, L.L.C.  
220 N. 89<sup>th</sup> Street, Suite 201  
Omaha, NE 68114

**FIRST AMENDED AND RESTATED  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
OF  
SPRING GREEN, SPRING GREEN III AND SPRING GREEN V,  
DOUGLAS COUNTY, NEBRASKA**

This First Amended and Restated Declaration of Covenants, Conditions and Restrictions (this "Declaration") is made and entered into effective as of the 23<sup>rd</sup> day of December, 2020, by and between the undersigned owners (collectively, "Owners") of certain parcels of real property located in Spring Green, an addition to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska, Spring Green III, an addition to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska, and Spring Green V, an addition to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska, and legally described on Exhibit "A", attached hereto and incorporated herein by this reference (collectively, the "Subdivision" or "Townhomes" and individually a "Townhome"), and the Spring Green Townhome Association, Inc., a Nebraska nonprofit corporation (the "Association").

WHEREAS, Cherry Tree Corporation, a Nebraska corporation, as Declarant, entered into that certain Declaration of Covenants, Conditions and Restrictions for Spring Green dated August 27, 1984 and recorded on September 6, 1984 in the Office of the Douglas County Register of Deeds at Book 718, Page 54 ("Initial Declaration"); and

WHEREAS, the Initial Declaration was as amended by the Amendment to Declaration of Covenants, Conditions, Restrictions and Easements recorded in the Office of the Douglas County Register of Deeds on March 9, 2004 at Instrument No 2004030489; and

WHEREAS, the Initial Declaration was further amended by an Amendment to Declaration of Covenants, Conditions, Restrictions and Easements recorded in the Office of the Douglas County Register of Deeds on November 15, 2007 at Instrument No. 2007128155; and

m/s

WHEREAS, the Initial Declaration was further amended by an Amendment to Declaration of Covenants, Conditions, Restrictions and Easements recorded in the Office of the Douglas County on October 19, 2009 at Instrument No. 2009112502; and

WHEREAS, the Initial Declaration was further amended by a Fourth Amendment to Declaration of Covenants, Conditions, Restrictions and Easements recorded in the Office of the Douglas County on November 7, 2019 at Instrument No. 2019096825; and

WHEREAS, the Initial Declaration, and the four amendments described hereinabove are hereinafter collectively referred to as the "Initial Covenants"; and

WHEREAS, the Owners wish to collectively amend and restate and replace the terms and conditions of the Initial Covenants, in their entirety, as permitted therein; and

WHEREAS, on or about July 31, 1985, the Association was formed as a nonprofit corporation in the State of Nebraska, for the purposes of, without limitation, establishing a homeowners association to govern the Spring Green Subdivision.

WHEREAS, Declarant's power to amend the Initial Covenants has vested in the Owners pursuant to the terms and conditions of the Initial Covenants.

WHEREAS, this Amended and Restated Declaration of Covenants, Conditions and Restrictions that all of real property located within the Subdivision 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 real property located within the Subdivision or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned, which represents not less than sixty-five percent (65%) of the Owners of the Townhomes hereby amend and restate and replace the Initial Covenants in their entirety as follows:

## **ARTICLE I DEFINITIONS**

Section 1. "Association" shall mean and refer to the Spring Green Townhome Association, Inc.

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 Townhome which is a part of the Subdivision, including contract sellers, but excluding those having interest merely as security for the performance of an obligation.

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

Section 4. "Common Area" shall mean Lots 12 and 13, Spring Green, and all real property owned by the Association for the common use and enjoyment of the Owners and also including

the easement way for ingress and egress (private drives, including Farnam Court and Douglas Court), light poles, mailboxes, and the walls and fencing, if any, on the perimeter of the development as constructed and all plantings, shrubs and trees located within the easement area along the perimeter of the development. The Common Area to be owned by the Association and said Spring Green Subdivision is to be used for green area, open space and for installation of sewer, water and gas mains, underground telephone, television, power, and similar cables and conduits to serve all of the Subdivision. The parking areas and private drives will be used to provide vehicular and pedestrian access to all properties within the Subdivision. An easement for maintenance, replacement, installation and location of the private drives, street lights, fencing, utilities, landscape plan and any other amenities installed by Declarant and/or the Association shall exist in favor of the Association.

Section 5. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions as may hereafter be brought within the jurisdiction of the Association.

Section 6. "Townhome" shall mean each building site and private dwelling erected on the Properties, regardless of whether it is a detached or attached dwelling structure, but said terms shall not include any part of the Common Area.

Section 7. "Declarant" shall mean and refer to Cherry Tree Corporation.

## **ARTICLE II PROPERTY RIGHTS**

Section 1. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment to the Common Area to the members of his family, or contract purchasers who reside on the property, subject to the terms of this Declaration and certain rules and regulations that may be adopted by the Board from time to time.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws, said Owner's right of enjoyment to the Common Area to the members of Owner's family, or contract purchasers who reside on the Property.

Section 3. Use Restrictions.

- (a) The Townhomes shall be used only for single-family, private dwelling purposes consistent with the Omaha Municipal Code and all other applicable regulations. The following shall be prohibited outside of the Townhomes and on the Common Area:
- a. Exterior signs, except those signs advertising the sale of a Townhome and except security system signs
  - b. Synthetic plants
  - c. Sandboxes
  - d. Playground equipment
  - e. Exterior antennas
  - f. Outdoor speakers
  - g. Basketball hoops
  - h. Exterior structures, including but not limited to barns, shacks, trailers, tents, sheds or playhouses
  - i. Building materials

- j. Exterior garbage cans or trash receptacles, except on those days when trash and rubbish is collected
- k. Flagpoles, except that the flagpole currently installed as the only permanent flagpole is hereby approved
- l. Balloons
- m. Lawn equipment
- n. Private drones
- o. Vegetable plantings shall be out of sight on enclosed patios
- p. Flags other than United States or State of Nebraska flags
- q. Plastic pots
- r. Metal decorations as yard art

Any electric vehicle charging stations must be installed within a garage and shall not be permitted outside of the Townhomes or on the Common Area.

All toys shall be stored out of public view when not in use or within the Townhomes.

Political signs shall be allowed for a period beginning one month prior to the applicable election and shall be removed immediately following the election.

Holiday decorations shall be allowed for a reasonable period of time surrounding the specific holiday to which they apply and shall be removed in a timely manner.

No animals of any kind shall be raised, bred, or kept on the Properties, except that Owners may own and keep two domestic pets to include dogs and cats, provided that such domestic dog or cat may not be kept, bred, or maintained for any commercial purpose. All pets shall be kept on a leash while on the Common Area. Pets shall be subject to rules, regulations, restrictions, exclusions, and special assessments as may be determined by the Association from time to time.

All garage doors shall be equipped with automatic door openers and must remain closed at all times except when cars are entering or exiting the garage. Parking shall be subject to regulation and restriction by the Association. Owners' vehicles must be parked within garages.

No camper, trailer, motorhome, recreational vehicle, or boat may be parked outside for more than seven (7) days during each calendar year.

No vehicle or camper may be used for occupancy on the Properties.

Noise shall be subject to regulation and control by the Association. Noise emitting vehicles, toys and speakers shall not be permitted where they infringe upon the tranquility of any other owners. The Association shall be the sole authority on determining "appropriate" noise levels on an individual basis.

(b) Owners may incorporate exterior lighting, plantings, landscaping, satellite dishes not to exceed 24 inches in diameter directly outside of the Townhomes and not on the Common Area. Statues and awnings may be incorporated directly on or outside of the Townhomes only with the written approval of the Association. An Owner shall submit a written request, including specifications, to the Association for such approval. If approved, the Owner shall maintain all

such lightings, plantings, landscaping, satellite dishes, and statues. All exterior lighting, plantings, landscaping, awnings and statues incorporated into the Common Area and the Properties as of \_\_\_\_\_ are hereby deemed accepted and approved by the Association.

- (c) All Townhomes must be occupied by at least one title holder. Owners shall be prohibited from leasing or renting any Townhome to any individual or entity which is not a titleholder of record for the Townhome.

Section 4. Easements and Licenses. The Association and its agents, contractors, and designees shall have an easement and license to enter any lot, dwelling, or structure at any time necessary in order to accomplish changes, replacements or repairs to plumbing, sewers, gas lines, water lines, telephone lines, electrical lines, meters, vents and other appliances or utilities in order to maintain service to or prevent injury or damage to any persons or dwellings or property located within the Properties or the Common Area above described. The Association reserves the right to grant such further easements and licenses under, upon or over said Properties as may be necessary or required by utilities furnishing gas, water, telephone, electrical and television, sprinkler systems or other utilities services to said Properties or the Common Area above described,

### **ARTICLE III MEMBERSHIP AND VOTING RIGHTS**

Section 1. Every Owner of a Townhome 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 townhome which is subject to assessments.

Section 2. A Member shall be entitled to one vote for each Townhome owned. When more than one person holds an interest in any Townhome, all such persons shall be Members. The vote for such Townhome shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Townhome.

Section 3. Indemnification. Every director and officer shall be entitled during and after the term of office to be fully indemnified by exoneration, reimbursement, or otherwise and to be defended and otherwise held harmless from all liability including court costs and legal fees for any matter connected with service as a director or officer in the performance of duty to the corporation, provided, however, that this indemnity shall not apply to fraud, willful misconduct or gross negligence.

### **ARTICLE IV COVENANT FOR EXTERIOR MAINTENANCE AND ASSESSMENTS**

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Townhome, 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: (1) annual assessments or charges, and (2) special assessments for capital improvements, such 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 which may be foreclosed as a mortgage. All subsequent purchasers shall take title subject to said lien and shall be bound to inquire of the Association as to the amount of unpaid assessments. 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 the assessment fell due. The personal obligation for delinquent assessments shall not pass to his or her successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, property values, health, safety, and welfare of the residents in the Properties and for payment of improvements, maintenance, taxes, and insurance of the Common Area and of the Properties and errors and omissions for the Board.

Section 3. Exterior Maintenance. The Association shall provide maintenance upon the Common Area. Each Owner shall provide exterior maintenance upon each Townhome. Each Owner shall be responsible for painting on the surfaces of his or her Townhome, including gutters, downspouts, windows, walls, wrought-iron railings and wrought-iron gates. Each Owner shall also be responsible for the maintenance, care, removal and replacement of all trees, to include trimming, disease prevention and replanting when destroyed. The Association shall plant, maintain, replace, trim and/or mow on a regular basis as may be appropriate, the grass in the Common Area and any grass located outside of the Common Area but within the Subdivision. The Association shall plant, maintain, replace, trim and/or mow on a regular basis as may be appropriate, shrubs and trees in the Common Area and shall be responsible to mulch around the trees in the Common Area. Owners may not plan, improve, alter, or in any way undertake to perform the Association's responsibilities in the Common Area. All trees and shrubs planted in the Common Area are the responsibility of the Association. Each Owner is also responsible for repair of any roofs, gutters, downspouts, sidewalks, sprinkler systems, alarm systems, glass or screen surfaces, patio or garden areas within patio walls. The Association's duty as to maintenance shall include the private drives within the Common Area to include Douglas Court and Farnam Court, and all other, driveways located within the Subdivision and the sidewalk located along 90<sup>th</sup> Street as well as the drainageways and storm sewers servicing the Common Area. The Association shall provide for reasonable snow removal from the private drives, driveways and sidewalks within the Subdivision and the sidewalk located along 90<sup>th</sup> Street. Individual Owners shall water their lawns as appropriate.

The Association shall make the necessary decisions and arrangements for the performance of the Owners responsible as set forth above as it relates to trees and shrubs. The Association shall cause the various vendors to provide itemized statements of said work to the Owner to pay. Should the vendor not be paid and pursue payment against the Association, the cost can be paid by the Association and assessed to the Owner(s) as set forth in Article IV, Section 1. Should the Association determine than an Owner has not performed any required maintenance and/or work on the exterior of his or her Townhome, the work can be performed by the Association and assessed by the Association against the Owner if not paid as set forth above. If an Owner desires to contract directly with a vendor for lawn services which are to be performed by the Association, then the Owner shall provide notice in writing and obtain the Association's approval, also in writing. If approval is obtained, the cost of such lawn services shall be the responsibility of contracting Owner. If approval is not obtained, the Owner cannot contract directly with a vendor for lawn services which are to be performed by the Association.

In the event that the need for maintenance or repair is caused through the willful or negligent act of the Owner, his or her family, guests or invitees, the cost of such maintenance or repairs shall be added to or become a part of the assessment to which such Townhome is subject and such added assessment shall not be subject to the maximum assessment limitations herein contained.

In addition, the Association has the right, but not the duty, to perform any repair or maintenance item neglected by any Owner, including but not limited to maintaining tree density, in which event the cost of same shall be assessed against the Townhome benefited. The frequency of any repair, maintenance, or replacement to be performed by the Association shall be at the discretion of the Association Board.

**Section 4. Maximum Annual Assessment.** The maximum annual assessment may be increased each year not more than fifteen percent (15%) above the maximum assessment for the previous year without a vote of the membership.

The maximum annual assessment may be increased above fifteen (15%) by a vote of the majority of the Members at a meeting duly called for this purpose.

**Section 5. 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 improvements upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent the majority of the Members who are voting in person or by proxy in a meeting duly called for this purpose.

**Section 6. Notice and Quorum for Any Action Authorized Under Sections 3 and 4.** Written notice of any meeting called for the purpose of any action authorized under Section 4 or 5 shall be delivered either personally or by mail to all Members not less than ten (10) days and not more than fifty (50) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast sixty percent (60%) 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 sixty (60) days following the preceding meeting.

**Section 7. Date of Commencement of Annual Assessments: Due Dates.** The Board of Directors shall fix the amount of the annual assessment against each Townhome 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 specific Townhome have been paid.

**Section 8. Effect of Nonpayment 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 eighteen (18) percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Property in proceedings in the nature of a mortgage foreclosure. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or abandonment of his or her Townhome.

**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 Townhome

shall relieve such Townhome Owner from personal liability for any assessments levied during their term of ownership.

## **ARTICLE V ARCHITECTURAL CONTROL**

### Section 1.

- (a) The exterior material of the Townhomes, including foundations, shall consist of brick and wood and shall conform generally to the materials indicated and model presented to the City of Omaha Planning Department in conjunction with submittal of the P.U.D. to that department and the elevations similarly submitted. Garage doors may be constructed of metal or wood and shall be the same color and style as the Townhome to which it is attached. Downspouts and siding of each Townhome shall be of the present existing color. Approved roofing materials shall include only wood shingles or approved composite shingles made by Da Vinci Roofscapes, specifically either Tahoe-VariBlend, Multi-Width, or Weathered Gray-VariBlend, Multi-Width. Roofs of adjoining Townhomes sharing a party wall shall be of the same color. Street lighting and landscaping shall be in conformance with the P.U.D. Unusual structures and other improvements not consistent with these standards shall be prohibited. All chimneys shall be brick. Every building, fence, wall or other structure commenced, erected or maintained upon the Property shall conform to all guidelines and restrictions set forth in these Covenants, including but not limited to the specific provisions of this Article V, Section 1(a).
  
- (b) The storm sewer located in the area of the earthen berm in the natural drainage servicing the Subdivision shall be a 15-inch storm sewer subject only to the City of Omaha Public Works Department approval. The storm sewer, the earthen berm and all other devices required or constructed to discharge surface water runoff into the storm sewer and to protect the property abutting the Subdivision on the east from surface water runoff shall be maintained in a reasonable manner so as to adequately perform that function. Such maintenance shall include taking reasonable steps to keep the storm sewer inlet free of dirt, debris, and other obstacles which could inhibit the discharge of surface water runoff through the storm sewer and maintaining the earthen berm in such manner as to prevent erosion. No grass, weeds or other vegetation may be grown or permitted in a dangerous, diseased or otherwise objectionable state or in other than a neat and trim manner. The area around the storm sewer inlet behind the earthen berm shall be designed, constructed, and maintained so that surface water in the normal course will not be allowed to accumulate and stagnate in such area. All storm sewer drains located within the Subdivision shall be maintained free of debris.

Section 2. No building or other structure, including decks, gates, and window railings, shall be externally painted, altered, resurfaced, commenced, erected, or maintained upon the Properties until the plans, specifications and working drawings for said building or structure have been submitted to and approved as provided in this Section by the Board of Directors of the Association as to the following criteria:

- (a) Conformity with the P.U.D. and Section 10 of this Article V; and
- (b) Harmony of external design and color, landscaping and external materials with surrounding structures, topography, and existing mature trees; and
- (c) Failure of the Board of Directors of the Association to act within thirty (30) days of a written submittal to it shall be deemed approval of the plans. The Board



of Directors of the Association shall have an obligation to meet and engage in a timely and good faith review of any plans submitted. The plans may be approved with a majority vote of the Board of Directors or a quorum thereof.

## **ARTICLE VI PARTY WALLS**

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the Townhomes upon the Properties and placed in the dividing line between the Townhomes 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 missions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared equally by the Owner of each Townhome using the wall.

Section 3. Insurance. Any Owner of a Townhome using a particular party wall may from time to time request that the Association require the other Owner using a particular party wall to furnish proof that such Owner is maintaining adequate insurance coverages. In the event that an Owner fails to provide such proof within ten (10) days after demand, then the Association may obtain such insurance coverages on behalf of the non-insured Owner and shall be entitled to assess and collect the costs from the non-insured Owner as set forth in Article IV, Section 1

Section 4. 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 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 5. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful acts causes to party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such element.

Section 6. Right to Contribution Runs with the 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 7. 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 of the arbitrators. All arbitrators must be selected within 15 days of selection of an arbitrator and the arbitrators shall meet and issue a decision within 30 days of appointment.

## **ARTICLE VII GENERAL PROVISIONS**

### Section 1. Enforcement.

- (a) 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.

- (b) If an Owner is more than thirty (30) days delinquent in payment of any Assessment, fee, fine, or other monetary obligation due to the Association, the Association may suspend the voting rights of such Owner until the Assessment, fee, fine, or other monetary obligation is paid in full.
- (c) The covenants and restrictions contained in Article V shall run to and shall be for the benefit of the Association and may be enforced by any Owner or the Association by any proceeding at law or in equity, provided, however, the right of owners abutting to the east and south to enforce the covenants and restrictions in Article V, Section 1(a) shall expire when all townhomes, landscaping, street construction, street lighting and other exterior improvements shown in the P.U.D. submittals have been completed. Failure by any such Owner or the Association to enforce such covenant or restriction shall in no event be deemed a waiver of the right to enforce such covenant or restriction thereafter. Any such Article V covenant or restriction shall be waived or modified only upon the written consent of the owners of the owners of sixty five percent (65%) of the total property immediately abutting on a front footage basis to the east and South of the Subdivision, provided, however, that the covenants and restrictions in Article V Section 1(b) may not be modified except by the written consent of each of the owners of Lots 110, 111 and 112, Indian Hills Village, immediately abutting the Subdivision on the East subject however to the Right of the Association or successor owner to comply with the orders of competent court or a requirement of the City of Omaha Public Works Department with respect to the berm and/or storm sewer.

**Section 2. Insurance.**

- (a) Liability and other insurance shall from time to time be procured and maintained as determined by the Board of Directors.
- (b) All premiums and other costs of such insurance shall be allocated among the Members as determined by the Board of Directors.

**Section 3. Severability.** Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

**Section 4. Amendment.** The covenants and restrictions of this First Amended and Restated Declaration shall run with and bind the land for a term of ten (10) years from the date this First Amended and Restated Declaration is recorded, after which time they shall be automatically extended for successive period of ten (10) years. This First Amended and Restated Declaration may be amended by an instrument signed by the Owners of not less than sixty-five percent (65%) of the Townhomes. Any amendment must be recorded. Notwithstanding the foregoing, no such amendment shall be effective to modify the covenants and restrictions of Article V running in favor of owners of property abutting immediately to the east or south of the

Subdivision unless such owners have consented to such amendment in the manner (and subject to the limitation) provided in Section 1(b) of this Article VII for the waiver of modification of such covenants and restrictions.

Section 5. Owners' Rights and Responsibilities. Inherent in the community living concept is the principle that to promote the health, happiness and peace of mind of the majority of the Owners while living in such close proximity and sharing common facilities, each Owner must give up a certain degree of freedom of choice which he or she may otherwise enjoy in separate, privately owned property. Owners have the right to participate in governing the community by attending meetings and serving on the Board of Directors. Owners have the responsibility to read and comply with the governing documents of the Association, vote in community elections, and treat all other Owners, guests, invitees, and any individuals hired to do any work within the Subdivision with respect.

Section 6. Dispute Resolution. All complaints shall be made in writing and directed to the Board of Directors. No complainant shall approach or harass any individual member of the Board of Directors or any Property Manager, either personally or in writing.

IN WITNESS WHEREOF, the undersigned Owners of Spring Green Townhomes have executed this Amendment on the dates shown opposite our signatures below.

**8912 Douglas Court** Clyde Roberts Bell Trust as amended and restated May 1, 2003

By: \_\_\_\_\_, Trustee

STATE OF NEBRASKA )  
 )SS.  
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me, a Notary Public, this \_\_\_\_ day of \_\_\_\_\_, 2020 by \_\_\_\_\_, Trustee of the Clyde Roberts Bell Trust as amended and restated May 1, 2003, for and on behalf of said Trust.

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

**8914 Douglas Court** \_\_\_\_\_  
Robert W. Sadler

STATE OF NEBRASKA )  
 )SS.

COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me, a Notary Public, this \_\_\_\_ day of \_\_\_\_\_, 2020 by Robert W. Sadler, a married person.

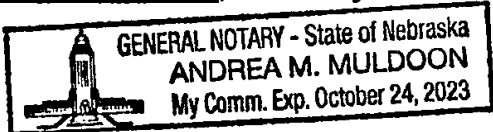
Notary Public

8910 Douglas Court

*Judith M. Bates*  
Judith M. Bates

STATE OF NEBRASKA )  
  )SS.  
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me, a Notary Public, this 11<sup>th</sup> day of November, 2020 by Judith M. Bates, a married person.



*Andrea M Muldoon*  
Notary Public

8906 Douglas Court

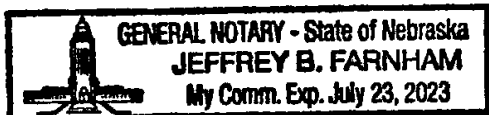
Donald D. Kerr and Linda Kerr Trust of 2004

*Donald D. Kerr*  
By: Donald D. Kerr, Trustee

*Linda Kerr*  
By: Linda Kerr, Trustee

STATE OF NEBRASKA )  
  )SS.  
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me, a Notary Public, this 11<sup>th</sup> day of NOVEMBER, 2020 by Donald D. Kerr and Linda Kerr, Trustees of the Donald D. Kerr and Linda Kerr Trust of 2004, for and on behalf of said Trust.



*Jeffrey B. Farnham*  
Notary Public

8903 Douglas Court

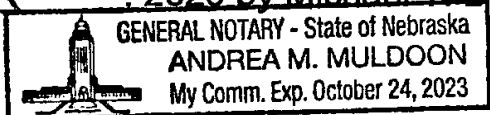
*Michael T. DeFreece*  
Michael T. DeFreece

Marcia A. DeFreece  
Marcia A. DeFreece

STATE OF NEBRASKA )  
COUNTY OF DOUGLAS )

) SS. Ma

The foregoing instrument was acknowledged before me, a Notary Public, this 13<sup>rd</sup> day of December, 2020 by Michael T. DeFreece and Marcia A. DeFreece, husband and wife.



Andrea M. Muldoon  
Notary Public

**8905 Douglas Court**

\_\_\_\_\_  
Michael D. Lippincott

\_\_\_\_\_  
Teresa H. Lippincott

STATE OF NEBRASKA )  
COUNTY OF DOUGLAS )

) SS.

The foregoing instrument was acknowledged before me, a Notary Public, this \_\_\_ day of \_\_\_\_\_, 2020 by Michael D. Lippincott and Teresa H. Lippincott, husband and wife.

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

**8909 Douglas Court**

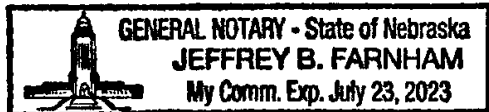
Fourth Amended and Restated James Emmet Root Living Trust Agreement dated December 3, 2015

James Emmet Root, Trustee  
By: James Emmet Root, Trustee

STATE OF NEBRASKA )  
COUNTY OF DOUGLAS )

) SS.

The foregoing instrument was acknowledged before me, a Notary Public, this 7<sup>th</sup> day of DECEMBER, 2020 by James Emmet Root, Trustee of the Fourth Amended and Restated James Emmet Root Living Trust Agreement dated December 3, 2015, for and on behalf of said Trust.



Jeffrey B. Farnham  
Notary Public

8907 Douglas Court                      Chelsea Real Estate

By: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF NEBRASKA            )  
  )SS.  
COUNTY OF DOUGLAS        )

The foregoing instrument was acknowledged before me, a Notary Public, this \_\_\_ day of \_\_\_\_\_, 2020 by \_\_\_\_\_, \_\_\_\_\_ of Chelsea Real Estate, for and on behalf of Chelsea Real Estate.

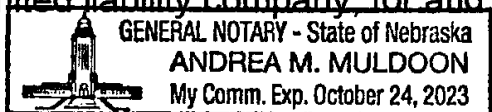
\_\_\_\_\_  
Notary Public

8918 Farnam Court                      107 Properties, LLC, a Nebraska limited liability company

John M. Bekins  
By: John Bekins  
Title: Member

STATE OF NEBRASKA            )  
  )SS.  
COUNTY OF DOUGLAS        )

The foregoing instrument was acknowledged before me, a Notary Public, this 6<sup>th</sup> day of November, 2020 by John Bekins, Member of 107 Properties, LLC, a Nebraska limited liability company, for and on behalf of the Company.



Andrea M. Muldoon  
Notary Public

The foregoing instrument was acknowledged before me, a Notary Public, this \_\_\_\_ day of \_\_\_\_\_, 2020 by James Emmet Root, Trustee of the Fourth Amended and Restated James Emmet Root Living Trust Agreement dated December 3, 2015, for and on behalf of said Trust.

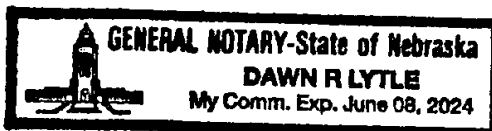
\_\_\_\_\_  
Notary Public

8907 Douglas Court

Chelsea Real Estate

John S. Schuck  
By: John S. Schuck  
Title: PRESIDENT

STATE OF NEBRASKA )  
                                  )SS.  
COUNTY OF DOUGLAS )



The foregoing instrument was acknowledged before me, a Notary Public, this 9<sup>th</sup> day of November, 2020 by John S. Schuck, president of Chelsea Real Estate, for and on behalf of Chelsea Real Estate.

Dawn R Lytle  
Notary Public

8918 Farnam Court

107 Properties, LLC, a Nebraska limited liability company

\_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF NEBRASKA )  
                                  )SS.  
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me, a Notary Public, this \_\_\_\_ day of \_\_\_\_\_, 2020 by \_\_\_\_\_, \_\_\_\_\_ of 107 Properties, LLC, a Nebraska limited liability company, for and on behalf of the Company.

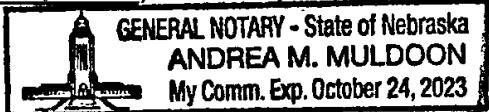
\_\_\_\_\_  
Notary Public

8920 Farnam Court

Sharon L. McGill  
Sharon L. McGill

STATE OF NEBRASKA )  
  )SS.  
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me, a Notary Public, this 11<sup>th</sup> day of November, 2020 by Sharon L. McGill, a single person.



Andrea M. Muldoon  
Notary Public

8912 Farnam Court

Nordlund 2000 Trust

\_\_\_\_\_  
By: Sally A. Nordlund, Trustee

STATE OF NEBRASKA )  
  )SS.  
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me, a Notary Public, this \_\_\_ day of \_\_\_\_\_, 2020 by Sally A. Nordlund, Trustee of the Nordlund 2000 Trust, for and on behalf of said Trust.

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

8914 Farnam Court

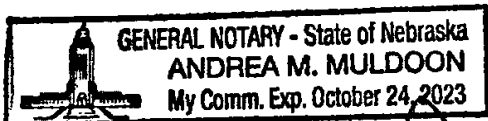
Judy G. Zweiback 1998 Revocable Trust

Judy G. Zweiback  
By: Judy G. Zweiback, Trustee



STATE OF NEBRASKA )  
 )SS.  
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me, a Notary Public, this 14<sup>th</sup> day of NOVEMBER, 2020 by Judy G. Zweiback, Trustee of the Judy G. Zweiback 1998 Revocable Trust, for and on behalf of said Trust.



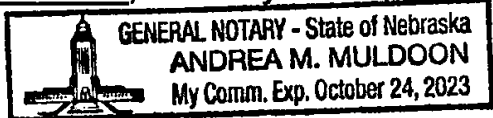
Andrea M Muldoon  
Notary Public

8910 Farnam Court

Thompson Rogers  
Thompson Rogers

STATE OF NEBRASKA )  
 )SS.  
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me, a Notary Public, this 12 day of November, 2020 by Thompson Rogers.



Andrea M Muldoon  
Notary Public

8911 Farnam Court

Craig Hergott  
Craig Hergott

STATE OF NEBRASKA )  
 )SS.  
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me, a Notary Public, this 14<sup>th</sup> day of November, 2020 by Craig Hergott.



Andrea M Muldoon  
Notary Public

8907 Farnam Court

Zweiback Living Trust dated December 28, 2012

Eugene M. Zweiback  
By: Eugene M. Zweiback, M.D., Trustee



STATE OF NEBRASKA )  
 )SS.  
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me, a Notary Public, this \_\_\_\_ day of \_\_\_\_\_, 2020 by Nancy H. Petree.

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

STATE OF NEBRASKA )  
 )SS.  
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me, a Notary Public, this \_\_\_\_ day of \_\_\_\_\_, 2020 by Thomas Dale Hosman.

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

STATE OF NEBRASKA )  
 )SS.  
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me, a Notary Public, this \_\_\_\_ day of \_\_\_\_\_, 2020 by Steven L. Hosman

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

STATE OF NEBRASKA )  
 )SS.  
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me, a Notary Public, this \_\_\_\_ day of \_\_\_\_\_, 2020 by Frederick A. Hosman.

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

\_\_\_\_\_

Lots 1-8, 12, and 13, Spring Green, Lots 1 and 2, Spring Green III, Lots 1 and 2, Spring Green IV, Lots 1 and 2, Spring Green V, a cluster subdivision platted in Douglas County, Nebraska encompassing the planned townhome development consisting of approximately 17 Townhomes (P.U.D. and all submittals) entitled Spring Green.

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**EXHIBIT "A"**

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