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JUN 21 2017 16:17 P 29

Fee amount: 178.00
FB: 68-22588
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Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
06/21/2017 16:17:43.00



2017048266

SECOND AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS SECOND AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (this "Declaration") is made and entered into effective the 2nd day of may, 2017.

WITNESSETH:

WHEREAS, a Declaration of Covenants, Conditions and Restrictions was previously recorded in Book 970, Page 180 of the Miscellaneous Records of the Douglas County Register of Deeds on July 8, 1991, and amended by that certain Amendment to Declaration of Covenants, Conditions and Restrictions dated as of July 31, 1991 and recorded August 5, 1991 in Book 973, Page 408 of the Miscellaneous Records of the Douglas County Register of Deeds, as amended and restated by that certain Amended and Restated Declaration of Covenants, Conditions and Restrictions dated April 10, 2001 and recorded November 28, 2001 in Book 1410, Page 173 of the Miscellaneous Records of the Douglas County Register of Deeds, and as further amended by that certain Amendment No. 1 to Amended and Restated Declaration of Covenants, Conditions and Restrictions dated June 28, 2002 and recorded July 18, 2002 as Instrument No. 200216306 in Book 1450, Page 322 of the Miscellaneous Records of the Douglas County Register of Deeds (collectively, the "Existing Declaration"), covering the following described real property:

- 68-22588 Lots 1 through 4, and Lots 7 through 30, inclusive, of The Lindens, a Replat of Lot 123, Linden Park, a Subdivision located in Douglas County, Nebraska, as surveyed, platted and recorded, and
- 68-22602 Lots 1 and 2, The Lindens Replat 1, being a replat of Lots 5 and 6, The Lindens, a Subdivision in Douglas County, Nebraska; and

WHEREAS, the undersigned, representing the owners of at least three-fourths (3/4) of the above described Lots, desire to amend and restate the Existing Declaration in its entirety, as hereinafter set forth.

NOW, THEREFORE, the undersigned hereby declare that all of the property hereinabove described shall be held, sold and conveyed subject to the following easements, restrictions, covenants, conditions and restrictions, which are for the purpose of protecting the value and desirability of, and which shall run with, all of said real property and shall be binding on all parties having any right, title or interest in said 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 The Lindens Villa Owners Association, Inc., a Nebraska nonprofit corporation, its successors and assigns.

Section 2. "Board of Directors" or "Board" shall mean the board of directors of The Lindens Villa Owners Association, Inc.

Section 3. "Owner" shall mean and refer to:

- (a) 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, but excluding those having such interest merely as security for the performance of an obligation or as an encumbrance upon the interest of the beneficial owner, and
- (b) The purchaser, whether one or more persons or entities, under a recorded contract for the sale and purchase of a Lot, under which the seller retains title solely as security for the performance of the purchaser's obligation under the contract.

Section 4. "Properties" shall mean and refer to:

Lots 1 through 30, inclusive, of The Lindens, a Replat of Lot 123, Linden Park, a Subdivision located in Douglas County, Nebraska, as surveyed, platted and recorded.

including all common greenways and parking areas, together with any such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 5. "Lot" shall mean and refer to any one of the numbered Lots 1 through 30, inclusive, in The Lindens, a Replat of Lot 123 Linden Park, a Subdivision located in Douglas County, Nebraska, as surveyed, platted and recorded.

ARTICLE II **PROPERTY RIGHTS**

Section 1. Suspension of Voting Rights. The Association may suspend the voting rights of an Owner for any period during which any assessment against such Owner's Lot remains unpaid, and for any period not to exceed 60 days for any infraction by any such Owner, or members of such Owner's family, or guests or tenants of such Owner, of the published rules and regulations of the Association.

Section 2. Parking Rights. Ownership of any Lot shall entitle the Owner or Owners thereof to such parking rights as shall be available upon such Lot, subject to the restrictions on the use of such parking areas as set forth in Article VII below.

ARTICLE III **MEMBERSHIP AND VOTING RIGHTS**

Section 1. General. Every Owner of a Lot which is subject to assessment shall be a Member (as hereinafter defined) of the Association. Each Lot Owner is empowered to enforce the covenants. Membership shall be appurtenant to and shall not be separated from ownership of any Lot which is subject to any assessment.

Section 2. Proxy. In order to ensure that a quorum is present for all meetings of the members, and to allow for orderly management of the Association's affairs, it shall be the duty of each Member to attend such meetings or to execute and deliver to the Association a continuing proxy prepared by the Association. This continuing proxy shall operate in lieu of the actual attendance at the meeting by the specific Member and shall be void if the Member personally attends that meeting to exercise the Member's right to vote. A Lot Owner may provide a superseding proxy to be voted by his duly authorized attorney in fact for one specific

meeting only. The proxy shall be subject to the terms of the Nebraska Nonprofit Corporation Act concerning revocability and life span of the proxy. Failure to attend personally or by proxy is a violation of this covenant.

The continuing proxy shall be voted by the President of the Association in his or her discretion at any meeting. It is noted that Nebraska law requires that members holding 1/10th of the votes entitled to be cast represented in person or by proxy shall constitute a quorum. The continuing proxy shall provide on its face that it is valid on a continuous basis for an indefinite period of time until revoked in writing by the specific Lot Owner. All proxies shall be in writing and filed with the Secretary of the Association. Each proxy shall be freely revocable and shall automatically cease when the Member giving such proxy shall cease to be an Owner of a Lot or at such earlier time as shall be specified in the proxy or by operation of law.

Section 3. Voting. The Association shall have members consisting of each Owner of a Lot ("Member"). Each Member shall be entitled to one vote for each Lot owned. When there shall be more than one person or entity holding an interest in any Lot, all such persons or entities or both, shall be Members; provided however that the vote for such Lot shall be exercised as such persons or entities or both, shall determine, but in no event shall more than one vote be cast with respect to any one Lot.

ARTICLE IV COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Owners of each Lot shall pay to the Association:

- (a) Special assessments for capital improvements as may be required for the Association to fulfill its responsibilities hereunder, and
- (b) Monthly assessments for maintenance and other operational expenses as deemed necessary by the Association,

as such assessments shall be established and collected as hereinafter provided. The special assessments and monthly assessments together with interest, costs and reasonable attorney's fees, shall be a charge on the Lots and shall be a continuing lien upon the Lots against which each such assessment shall be made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person, persons, or entity who, or which, was the Owner of the Lot at the time when the assessment became due. The personal obligation for delinquent assessments shall not pass to such Owner's successors in title, unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to improve, maintain and manage the common areas of the Properties, to perform the duties of the Association as required hereunder, and to pay insurance premiums thereon, all for the benefit of the Owners of Lots as more fully set forth in this Declaration.

Section 3. Monthly Assessments. As the need may arise in the future, the Board of Directors shall have the authority to levy and assess any monthly maintenance assessment and determine the provisions for the payment of any future monthly assessments. The preferred form of payment for Members' monthly assessments is via automatic electronic withdrawals

from their bank accounts. The Association may charge a handling fee of \$10.00 for other forms of payment from Members who have joined on or after November 1, 2016.

Section 4. Special Assessment for Capital Improvements. In addition to the monthly assessments authorized in Section 3 above, the Association may levy special assessments for the purpose of meeting the requirements of Article V herein for exterior maintenance, and, in addition, may levy in any year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the costs of any construction, reconstruction, repair or replacement of any capital improvements of the Association, including fixtures and personal property related thereto, and for the costs of exterior maintenance, provided that any such assessment shall have the consent of at least two-thirds (2/3) of the Members entitled to vote, who shall vote in person or by proxy at a meeting duly called for such purpose.

Section 5. Notice for Any Action Authorized Under Article IV. Written notice of any meeting called for the purpose of taking any action authorized under this Article IV shall be provided to the Members in accordance with the provisions relating thereto set forth in the Bylaws of the Association, as the same may be amended from time to time.

Section 6. Uniform Rate of Assessment. Both special assessments for capital improvements and monthly assessments, with respect to all Lots, shall be uniform in amount, and may be collected on a monthly basis by the Association. The Board of Directors of the Association shall fix the amount of the monthly assessment against each Lot. Written notice of the monthly assessment shall be sent to every Owner subject thereto. The dates payments are due 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 or not all assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a particular Lot shall be binding upon the Association as of the date of its issue by the Association.

Section 7. Effect of Nonpayment of Assessment; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date thereof shall be deemed delinquent and shall bear interest at the maximum legal rate allowable by law in the State of Nebraska. The Association may also, at its option, impose a late payment fee in an amount not to exceed three (3) times the current monthly assessment rate if any assessment becomes delinquent. Should any assessment remain unpaid more than sixty (60) days after the due date thereof, the Association may declare the entire unpaid portion of said assessment for said year to be immediately due and payable and thereafter delinquent. The Association may bring an action at law against the Owner personally obligated to pay the same, or may foreclose the lien of such assessment against the Lot subject to the assessment through proceedings in any Court having jurisdiction of actions for the enforcement of such liens. No Owner may waive or otherwise escape liability for the assessments provided herein by abandonment or title transfer of such Owner's Lot.

Section 8. Subordination of the Lien to Mortgages. The lien on the assessments provided for herein shall be subordinate to the lien of any first mortgage, first deed of trust, or other initial purchase money security device, and the holder of any first mortgage, first deed of trust, or other initial purchase money security device, on any Lot may rely on this provision without the necessity of the execution of any further subordination agreement by the Association. Sale or transfer of any Lot shall not affect the status or priority of the lien for assessments made as provided herein. The Association, if authorized by its Board of Directors, may release the lien of any delinquent assessments on any Lot as to which the first mortgage,

first deed of trust or initial purchase money security device thereon is in default; if such Board of Directors determines that such lien has no value to the Association. No mortgagee shall be required to collect any assessments due. The Association shall have the sole responsibility to collect all assessments due.

ARTICLE V EXTERIOR MAINTENANCE

The Association may provide exterior maintenance upon each Lot which is subject to monthly and special assessments as set forth hereinafter.

Section 1. **General.** Monthly assessments may be assessed for, but not limited to, the following:

- (a) Maintenance of trees and shrubs, lawns, and other exterior landscaping improvements, except such improvements as may be within the confines of any fenced-in area on any Lot or installed by or at the direction of the Owner, which improvements shall be the responsibility of the Owner. Each Owner shall be responsible for replacement of all dead landscaping improvements and the Owner agrees to allow the Association to replace such dead landscaping improvements at the expenses of the Owner of record at the time of replacement and the Owner shall reimburse the Association on demand. The Association shall have no duty to repair, replace or maintain any exterior concrete surfaces.
- (b) Operation and maintenance of an underground watering system.
- (c) Snow removal as to be determined by the guidelines set forth by the Board of Directors.

Section 2. **Owner Responsibility.** It shall be the duty, responsibility and obligation of each Owner at its own cost and expense to care for, maintain and repair the exterior and interior of the dwelling and any improvements on such Owner's Lot and the fixtures, appliances, equipment and other appurtenants thereto and also including any private driveway appurtenant to such Owner's dwelling, and sidewalks and fences which are appurtenant to such Owner's dwelling and situated on such Owner's Lot. The Association shall have no duty or obligation to any Owner in this regard.

Section 3. **Common Area Maintenance.** The Association, as a common expense of all Owners and through application of the assessments provided hereunder, shall care for, maintain and keep in good repair any common areas in the Properties, maintenance of trees, shrubs, lawns and other exterior landscaping (subject to the limitations in Section 1(a) above), snow removal from the driveways and common areas in the Properties, window washing, and private trash collection.

Notwithstanding the foregoing, in the event the need for maintenance or repair of any of the foregoing on any Lot shall result from the willful or negligent acts of the Owner of any Lot, or of such Owner's family, guests, invitees, or tenants, the cost of such exterior maintenance shall be added to and become a part of the assessment to which such Lot is subject.

ARTICLE VI
REGULATION OF IMPROVEMENTS

Section 1. Approval of Plans. No building, fence, wall, or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition or change or alteration therein be made upon the Properties (including, but not limited to, repainting and/or replacement of exterior surfaces, trim, windows and doors), until the plans and specifications therefor, showing the nature, kind, shape, height, materials, color 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 surrounding structures and topography, by the Board of Directors of the Association. Failure of the Board of Directors of the Association to act on such plans as submitted within 30 days after the date of submission shall be deemed to be approval of such plans, except to the extent they violate other restrictions set forth in this Declaration, and the Owner may proceed in accordance with such plans and specifications.

Section 2. Restrictions on Improvements. Each dwelling on a Lot, including any repairs to or reconstruction of any dwelling, shall be constructed and architecturally designed so that its exterior, including color treatment, exterior materials and elevation, will be architecturally and aesthetically compatible and harmonious with all other dwellings on the Properties.

All improvements to any structure on a Lot shall comply with the requirements of applicable local, state, or federal laws, regulations, and zoning ordinances. Each Lot Owner shall be responsible for assuring such compliance. No express or implied approval by the Board of Directors of the Association of any plans and specifications for such improvements shall be deemed an affirmation by the Board of Directors that such plans and specifications comply with applicable local, state, or federal laws, regulations, and zoning ordinances.

Section 3. Replacement Roofing Materials. If, in connection with an insurance claim by the Association or a Lot Owner, as applicable, for coverage of a casualty causing damage to the roof of an Owner's residence, the insurance company declares that it will not pay for the replacement of wood shingles as are currently used on the improvements in the Properties, then a heavy-duty organic or inorganic composition shingle simulating a weathered wood look may be used as replacement roofing material if so required by the insurance company.

ARTICLE VII
GENERAL RESTRICTIONS AND OTHER PROVISIONS

Section 1. Restrictions. Every Owner shall have full rights of ownership and full use and enjoyment of such Owner's Lot, subject to the following restrictions:

- (a) No fences or enclosures of any type or nature whatsoever shall ever be constructed, erected, placed or maintained on any Lot within the Properties, unless such fences or enclosures shall have first been authorized in writing by the Association. No clothes line or clothes hanger shall be constructed on any Lot or used on any Lot outside of a building located thereon, except in patio areas. No exterior television, radio antenna or satellite dish shall be erected on any Lot where it is visible from the street .
- (b) No animals, livestock or poultry of any kind shall be raised or kept on any Lot in the Properties, other than non-exotic household pets, which shall be limited to two (2) per household. All pets shall be leashed when outside the residential

structure and patio area or restrained by an underground electronic fence. Owner must notify the Board of Directors before installing an underground electronic fence. No pets, however, shall be kept, bred, or maintained for commercial purposes. All reptiles are classified as exotic pets. All unpleasantries created by the household pet shall be the responsibility of the Owner, and each Owner shall be obligated to clean up after such pet.

- (c) No noxious, offensive, or illegal activity shall be carried on upon the Properties, nor shall any trash, ashes or other refuse be thrown, placed, or dumped upon any Lot, nor shall anything ever be done which may be or become an annoyance or nuisance to the neighborhood. No outside above-ground trash receptacles or incinerators shall be permitted on any Lot.
- (d) No advertising signs or billboards shall be permitted on any Lot with the exception of "for sale" signs, which shall not exceed four square feet in size.
- (e) No trailer, mobile home, motor home, tent, shack, barn or other outbuilding shall at any time be used for human habitation, either temporarily or permanently.
- (f) No Owner shall park, keep, store or maintain a trailer, mobile home, motor home, boat, recreational or similar type vehicle upon the exterior of any Lot or in any common parking area of the Properties. The parking areas appurtenant to each Lot, and any common parking areas in the Properties, are reserved for the Owners and, on a short-term basis only, for their guests and visitors.
- (g) No dwelling may be occupied by anyone other than the Owner, along with members of the Owner's immediate family, related by blood or marriage, his or her servants, and temporary guests. It is the intention of this subparagraph (g) to prohibit the rental of any dwelling on any Lot, which would result in occupancy by persons other than those described in this subparagraph (g).

ARTICLE VIII **INSURANCE**

Section 1. General. On behalf of the Association, the Board of Directors may, from time to time, in its discretion, offer to purchase and provide physical property coverage insurance with respect to the improvements (residential structures and related structures) on each Lot in the Properties (hereinafter "Optional Insurance"). The terms and conditions of such insurance, including but not limited to amount of coverage and allocation of deductibles and premiums, shall be as determined by the Board of Directors. If the Board of Directors determines to provide such insurance, it shall notify each Lot Owner in writing prior to obtaining such insurance. If the Board of Directors determines to provide such insurance, each Lot Owner may elect to either accept such insurance or decline such insurance, and shall notify the Board of Directors within the time frame specified therefor by the Board of Directors in its notice to Lot Owners. If the Association is unable, or chooses not to provide physical property coverage insurance with respect to the improvements on an Owner's Lot, or if the Owner declines such insurance offered by the Association, the Owner shall submit evidence of insurance obtained by such Owner covering the full replacement value of the improvements on such Owner's Lot to the Board of Directors of the Association annually, and no later than thirty (30) days following the anniversary date of the Owner's purchase of the Lot, or the effective date of the insurance policy.

With respect to common areas in the Properties, the Association shall purchase and provide comprehensive general liability coverage insurance, against any other hazards and in such amounts as shall be determined necessary by the Board of Directors of the Association. In addition, the Association may purchase such additional insurance against any additional hazards which may be deemed appropriate by the Board of Directors. The above insurance shall not cover the personal property of any Owner of any Lot, it being the Owner's responsibility to provide such insurance coverage for the Owner's protection.

The Association, in addition to the foregoing, shall provide directors and officers liability coverage insurance for the Association, for its officers, and for the members of the Board of Directors. Finally, if the Association has any employees of any nature, the Association shall purchase and provide Worker's Compensation insurance for all employees who may come within the scope of Nebraska Worker's Compensation laws. Insurance premiums, with the exception of premiums for the Optional Insurance, shall be assessed uniformly among the Association's membership. Premiums for the Optional Insurance shall be assessed to those Owners for whom such Optional Insurance was obtained, in the manner determined by the Board of Directors.

Section 2. Owner's Insurance. Each Lot Owner may obtain such additional insurance for the individual Owner's benefit and at such Owner's own expense as may be deemed necessary by the Lot Owner, including coverage for specific improvements and betterments in the Owner's unit, personal liability, specific personal property items, and the co-insurance provision of the full replacement cost, along with any exclusions of the insurance coverage from any master policy that may be provided by the Association.

ARTICLE IX ACCESS

The Association, its officers, employees and agents, and contractors and repairmen designated by the Association, shall have the right to go on any Lot for the purpose of performing maintenance and repair, making inspections and performing the duties of the Association hereunder, and the Association is hereby granted a specific easement for such purposes.

ARTICLE X 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 of the Association or of 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 or more of these covenants or restrictions, by judgment or court order, shall in no way affect any other provisions, which other provisions shall remain in full force and effect.

Section 3. Amendment. This Declaration may be amended at any time by the approval of the Owners of not less than three-fourths (3/4) of the Lots then covered by this Declaration. Any such amendment shall be valid only upon its being recorded in the same manner as deeds shall be recorded at such time.

Section 4. Term. These covenants and restrictions contained in this Declaration shall run with the land, and shall be binding for an initial 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 each.

[The Remainder of This Page Intentionally Left Blank; Certification Page Follows.]

LOT 3

Barry Watson
Barry Watson

Lynn Watson (A.K.A. Lynn) Watson
Lynn Watson

State of Nebraska)
) ss.
County of Douglas)

The foregoing instrument was acknowledged before me this 12th day of June, 2017 by Barry Watson.

Marva M. Holt
Notary Public

My commission expires: 8/29/19



State of Nebraska)
) ss.
County of Douglas)

The foregoing instrument was acknowledged before me this 12th day of June, 2017 by Lynn Watson.

Marva M. Holt
Notary Public

My commission expires: 8/29/19



LOT 4

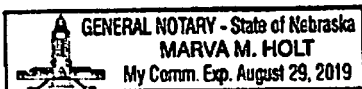
Judy Nelson
Judy Nelson

State of Nebraska)
) ss.
County of Douglas)

The foregoing instrument was acknowledged before me this 12th day of June, 2017 by Judy Nelson.

Marva M. Holt
Notary Public

My commission expires: 8/29/19



LOT 5

Sharon VanBuskirk

State of Nebraska)
) ss.
County of Douglas)

The foregoing instrument was acknowledged before me this ____ day of June, 2017 by Sharon VanBuskirk.

Notary Public

My commission expires: _____

LOT 6 - Legally described as Lot 1,
The Lindens Replat 1

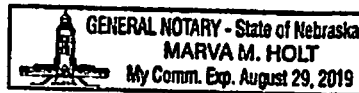
Carl Ancona
Carl Ancona, Trustee of the Dolores Ancona Trust

State of Nebraska)
) ss.
County of Douglas)

The foregoing instrument was acknowledged before me this 14~~th~~ day of June, 2017 by Carl Ancona, ~~as Trustee of the Dolores Ancona Trust.~~

Marva M. Holt
Notary Public

My commission expires: 8/29/19



LOT 7

Andrew Schilling

Andrew Schilling

Tracy Schilling

Tracy Schilling

Tracy

State of Nebraska)
) ss.
County of Douglas)

The foregoing instrument was acknowledged before me this 27th day of June, 2017 by Andrew Schilling.

Marva M. Holt

Notary Public

My commission expires: 8/29/19



State of Nebraska)
) ss.
County of Douglas)

The foregoing instrument was acknowledged before me this 27th day of June, 2017 by ~~Tracy~~ ^{*Tracy*} Schilling.

Marva M. Holt

Notary Public

My commission expires: 8/29/19



LOT 12

Joann Rogers
Joann Rogers

State of Nebraska)
) ss.
County of Douglas)

The foregoing instrument was acknowledged before me this 14th day of June, 2017 by Joann Rogers.

Marva M. Holt
Notary Public

My commission expires: 8/29/19



LOT 13

Margaret Jeffrey
Peg Jeffrey
Margaret

State of Nebraska)
) ss.
County of Douglas)

The foregoing instrument was acknowledged before me this 14th day of June, 2017 by ~~Peg~~ Margaret Jeffrey

Marva M. Holt
Notary Public

My commission expires: 8/29/19



LOT 14

Carl Schulz

Linda Schulz

State of Nebraska)
) ss.
County of Douglas)

The foregoing instrument was acknowledged before me this ____ day of June, 2017 by Carl Schulz.

Notary Public

My commission expires: _____

State of Nebraska)
) ss.
County of Douglas)

The foregoing instrument was acknowledged before me this ____ day of June, 2017 by Linda Schulz.

Notary Public

My commission expires: _____

LOT 15

Kay Kinter

Joyce Kinter

State of Nebraska)
) ss.
County of Douglas)

The foregoing instrument was acknowledged before me this ____ day of June, 2017 by Kay Kinter.

Notary Public

My commission expires: _____

State of Nebraska)
) ss.
County of Douglas)

The foregoing instrument was acknowledged before me this ____ day of June, 2017 by Joyce Kinter.

Notary Public

My commission expires: _____

LOT 17

Maureen Mulhall

State of Nebraska)
) ss.
County of Douglas)

The foregoing instrument was acknowledged before me this ____ day of June, 2017 by Maureen Mulhall.

Notary Public

My commission expires: _____

LOT 18

Mary Lou Holmberg

Mary Lou Holmberg

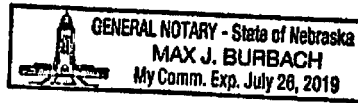
State of Nebraska)
) ss.
County of Douglas)

The foregoing instrument was acknowledged before me this 15 day of June, 2017 by Mary Lou Holmberg.

Max J. Burbach

Notary Public

My commission expires: 7/26/2019



LOT 21

Janet Nelson
Janet Nelson

State of Nebraska)
) ss.
County of Douglas)

The foregoing instrument was acknowledged before me this 17th day of June, 2017 by Janet Nelson.

Marva M. Holt
Notary Public

My commission expires: 8/29/19



LOT 22

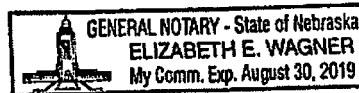
Noreen Johnson
Noreen Johnson

State of Nebraska)
) ss.
County of Douglas)

The foregoing instrument was acknowledged before me this 14th day of June, 2017 by Noreen Johnson.

Elizabeth E. Wagner
Notary Public

My commission expires: 8/30/19



LOT 23

Julie Doolittle
Julie Doolittle

State of Nebraska)
) ss.
County of Douglas)

The foregoing instrument was acknowledged before me this 15th day of June, 2017 by Julie Doolittle.

Marva M. Holt
Notary Public

My commission expires: 8/29/19



LOT 24

Lou Bendon
Lou Bendon

Lorie Bendon as Attorney in fact
Lorie Bendon

State of Nebraska)
) ss.
County of Douglas)

The foregoing instrument was acknowledged before me this 15th day of June, 2017 by Lou Bendon.

Marva M. Holt
Notary Public

My commission expires: 8/29/19



State of Nebraska)
) ss.
County of Douglas)

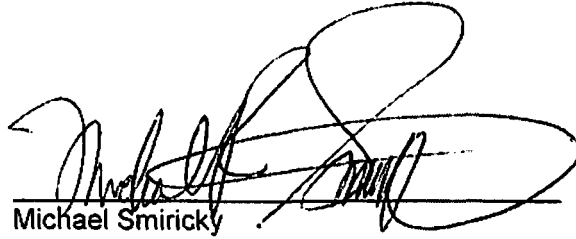
The foregoing instrument was acknowledged before me this 15th day of June, 2017 by Lorie Bendon through Louie G. Bendon as attorney in fact

Marva M. Holt
Notary Public

My commission expires: 8/29/19



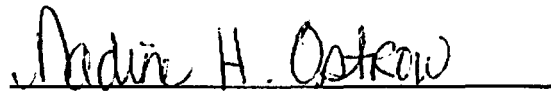
LOT 25


Michael Smiricky

Pamela Smiricky

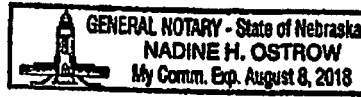
State of Nebraska)
) ss.
County of Douglas)

The foregoing instrument was acknowledged before me this 15th day of June, 2017 by Michael Smiricky.



Notary Public

My commission expires: 8-8-2018



State of Nebraska)
) ss.
County of Douglas)

The foregoing instrument was acknowledged before me this ___ day of June, 2017 by Pamela Smiricky.

Notary Public

My commission expires: _____

LOT 27

Winnie Holm

Winnie Holm

State of Nebraska)
) ss.
County of Douglas)

The foregoing instrument was acknowledged before me this 17th day of June, 2017 by Winnie Holm.

Marva M. Holt

Notary Public

My commission expires: 8/29/19



LOT 28

Bob Hatterman

Claudia Hatterman

State of Nebraska)
) ss.
County of Douglas)

The foregoing instrument was acknowledged before me this ___ day of June, 2017 by Bob Hatterman.

Notary Public

My commission expires: _____

State of Nebraska)
) ss.
County of Douglas)

The foregoing instrument was acknowledged before me this ___ day of June, 2017 by Claudia Hatterman.

Notary Public

My commission expires: _____

LOT 29

Randy Greer
Randy Greer
Beverly Greer
Bev Greer
Beverly

State of Nebraska)
) ss.
County of Douglas)

The foregoing instrument was acknowledged before me this 14th day of June, 2017 by Randy Greer.

Marva M. Holt
Notary Public

My commission expires: 8/29/19



State of Nebraska)
) ss.
County of Douglas)

The foregoing instrument was acknowledged before me this 14th day of June, 2017 by Bev Beverly Greer.

Marva M. Holt
Notary Public

My commission expires: 8/29/19



