

SUPPLEMENTARY  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

WEDGEWOOD TOWN HOMES ADDITION  
an addition to the City of Omaha, Douglas County,  
Nebraska, as surveyed, platted and recorded

This DECLARATION made on the date hereinafter set forth by

WEDGEWOOD TOWN HOMES, INC., a Nebraska corporation, with its registered office in Omaha, Douglas County, Nebraska, hereinafter referred to as "Declarant".

Declarant does hereby declare that the Declaration of Covenants, Conditions and Restrictions ("The Declaration") dated August 31, 1973, and recorded on January 25, 1974, in the office of the Register of Deeds of Douglas County, Nebraska, in Book 532 of Miscellaneous Records at Page 91, as hereafter modified and amended, shall apply to the following described property:

WEDGEWOOD PHASE III, an addition to the City of Omaha, Douglas County, Nebraska, as surveyed, platted and recorded (according to the plat recorded on August 5, 1976 in the office of the Register of Deeds of Douglas County, Nebraska, in Book 1550 of Deeds at Page 252).

Declarant further declares that all of the property described above shall be held, sold and conveyed subject to the easements, restrictions, covenants and conditions set forth in the Declaration, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property above described and shall be binding on all parties having any right, title or interest in WEDGEWOOD PHASE III, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof until January 1, 1990, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless by written agreement of the owners of two-thirds (2/3) of the land area comprising Lots 50 through 69, WEDGEWOOD PHASE III, it is agreed to change said covenants in whole or in part, said agreement to be executed and recorded in the manner provided by law for the conveyance of real estate.

The following shall amend and modify the Declaration as it applies to WEDGEWOOD PHASE III by deleting the language of the following Articles and Sections of the Declaration and substituting in place thereof or adding thereto the following:

ARTICLE I

DEFINITIONS

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Property, or to any portion of any Lot which is a part of the Property, but excluding those having an interest merely as security for the performance of an obligation.

Section 3. "Property" shall mean and refer to real property subjected to this Declaration and described as follows:

a) First Phase: Lots One (1) through Forty-three (43), and Outlots One (1) through Eight (8), Wedgewood Town Homes Addition, an addition to the City of Omaha, Douglas County, Nebraska, as surveyed, platted and recorded;

b) Second Phase: Lots Forty-four (44) through Forty-nine (49) and Outlot Nine (9), Wedgewood Town Homes Addition, an addition to the City of Omaha, Douglas County, Nebraska, as surveyed, platted and recorded; and

c) Third Phase: Lots Fifty (50) through Sixty-nine (69), and Outlots Ten (10), Eleven (11) and Twelve (12), Wedgewood Phase III, an addition to the City of Omaha, Douglas County, Nebraska, as surveyed, platted and recorded.

Section 4. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners.

a) The Common Area in the first and second phases to be owned by the Association is described as follows:

Lot Thirty-three (33) and Outlots One (1) through Nine (9), Wedgewood Town Homes Addition, an addition to the City of Omaha, Douglas County, Nebraska, as surveyed, platted and recorded.

b) The Common Area in the third phase to be owned by the Association is described as follows:

Outlot Twelve (12), Wedgewood Phase III, an addition to the City of Omaha, Douglas County, Nebraska as surveyed, platted and recorded.

c) "Common Area" shall also mean any additional real property conveyed to the Association and thereafter owned by it for the common use and enjoyment of the Owners.

Section 5. "Lot" (sometimes called "Town Home Lot") shall mean and refer to any plot of land (excluding Common Area) upon which a town home, duplex or single family dwelling may be constructed, 1) designated by number and shown upon the original recorded subdivision map or plat of the Property or 2) subsequently replatted as shown upon any land surveyor's certificate approved by Declarant and recorded in the office of the County Surveyor of Douglas County, Nebraska.

## ARTICLE II

### PROPERTY RIGHTS

#### Section 1. Owners' Easements of Enjoyment.

d) The right of the Association to extend the non-exclusive right and easement of enjoyment granted by this Article to the Owners of Lots hereafter included within and made subject to this Declaration.

Section 4. Owners' Easements for Access. Every Owner of a Lot in Wedgewood Phase III shall have a non-exclusive right and easement in, over, upon and to those portions of the Common Area designated upon any recorded subdivision map or plat of the Property as streets, drives and walkways so as to provide permanent access for each Lot to and from 120th Street for pedestrian and vehicular traffic. The easements granted by this Section shall be permanent and perpetual.

## ARTICLE III

### MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot within the Property shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have two classes of voting membership.

a) "Resident Members" shall be all Owners with the exception of the Declarant and shall be entitled to one vote for each Lot. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for each Lot shall be exercised as the Owners among themselves determine.

#### ARTICLE IV

##### COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation for Assessments. Each Owner of a Lot within Wedgewood Phase III by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

- a) Regular, annual assessments or charges;
- b) Special assessments for capital improvements, which special assessments shall be established and collected as hereinafter provided; and
- c) Special assessments for insurance on the Property.

The regular and special assessments, together with interest, costs, and reasonable attorney fees, shall be and constitute until paid, a continuing charge against and lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney fees, shall also be the personal obligation of the Owner of such property at the time when the assessment became due. The personal obligation for delinquent assessments shall not pass to the Owners' successors in title unless expressly assumed by them.

Section 5. Special Assessments for Insurance. In addition to the regular assessments and special assessments authorized above, the Association shall levy special assessments on each town home lot for the portion of the insurance premium due with respect to said Lot as hereinafter provided in Article IX hereof, which special assessment shall be paid each month along with the regular assessments charged to each Lot. Special assessments for insurance may be levied only for a Lot upon which the town home or single family dwelling has been completed. Upon written approval by the Association, which approval shall not be withheld unreasonably, the Owner of a Lot within Wedgewood Phase III may provide his own insurance, in which event this Section shall not apply to that Lot.

#### ARTICLE V

##### MAINTENANCE ON TOWN HOMES

In addition to maintenance upon the Common Area, the Association shall provide exterior maintenance upon each Lot which is subject to assessment for exterior maintenance hereunder, including but not limited to, the painting, repair, replacement and care of roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks, driveways and private drives and private roads, and other improvements. The Association shall provide all services necessary for cleaning and removing ice, mud, snow or other debris or matter from driveways and walkways. Upon written approval by the Association, which approval shall not be withheld unreasonably, any services required by this Article may be waived, in whole or in part, by any Owner by the execution of a written waiver. Exterior maintenance shall not include the painting, repair, replacement and care of mechanical garage door openers or any mechanical equipment including but not limited to, air conditioning, compressors, condensers and similar equipment

and appliances. Any maintenance or repairs performed by the Association as a result of the willful or negligent act of the Owner, his family, guests or invitees, shall be borne by the Owner and shall be added to and become a part of the regular assessment to which such Lot is subject. The Association, its employees and agents, shall have a general easement over and upon any Lot and shall have the right to go into or upon any town home within Wedgewood Phase III for the purpose of performing the maintenance provided by this Article.

#### ARTICLE VII

##### PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall built as a dividing wall between separate town home dwellings constructed upon the town home lots shall constitute a party wall to be used by the adjoining Owners as such, notwithstanding the fact that the wall so constructed, through error in construction or settling of the wall, may not be located precisely on the dividing line between the separate properties owned by each adjoining Owner. To the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Destruction by Fire or Other Casualty. In the event of the damage or destruction of a party wall from fire or other casualty, other than the negligence of either adjoining Owner, the Owners shall, at joint expense, repair or rebuild said wall, and each Owner, his successors and assigns, shall have the right to the full use of said party wall so repaired or rebuilt. If either Owner's negligence shall cause damage to or destruction of said party wall, such negligent party shall bear the entire cost of repair or reconstruction. If either party shall neglect or refuse to pay his share, or all of such cost in case of negligence, the other Owner may have such party wall repaired or restored and shall be entitled to have a mechanic's lien on the Lot owned by the Owner so failing to pay for the amount of such defaulting Owner's share of the repair or replacement cost.

#### ARTICLE VIII

##### GENERAL RESTRICTIONS

Section 1. Density. Town home lots in Wedgewood Phase III shall be occupied and used either for free-standing single family dwellings or for single family clustered residential purposes and no other. This shall be deemed to include duplex dwellings with each living unit occupied by a separate family, provided that the density of population shall at no time be greater than twenty-seven (27) residential units within Wedgewood Phase III.

#### ARTICLE X

##### ACCESS

Section 2. Access by Utility Companies. Each of Northwestern Bell Telephone Company, Metropolitan Utilities District, Omaha Public Power District and their respective successors and assigns is granted an easement, together with rights of ingress, egress and other access thereto, for purposes of constructing, installing, maintaining, operating, renewing or repairing their respective telephone, gas, water, electric, public sewer, private sewer, or other utility conduits, lines, or other facilities in, over, under, and upon such strip or strips of common ground or of any Lot which may be necessary or required to carry out the

purposes set forth above, provided however, that the easement shall not interfere with any structural element of any residence and further provided that the grantees shall at all times restore the easement area to its pre-existing condition or better.

IN WITNESS WHEREOF, Declarant has executed this Supplementary Declaration at Omaha, Douglas County, Nebraska this 21 day of November, 1977.

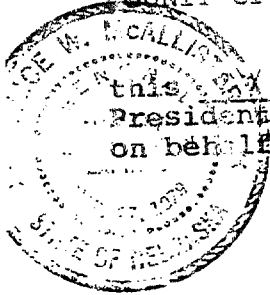
WEDGEWOOD TOWN HOMES, INC., a Nebraska corporation

By Thomas H. Fellman  
Its President



\_\_\_\_\_  
Secretary

STATE OF NEBRASKA )  
                                  ) ss.  
COUNTY OF DOUGLAS )



The foregoing instrument was acknowledged before me this 21 day of November, 1977, by Thomas H. Fellman, President of WEDGEWOOD TOWN HOMES, INC., a Nebraska corporation, on behalf of the corporation.

Alice W. McAllister  
Notary Public

APPROVAL AND CONSENT OF THE ASSOCIATION

WEDGEWOOD OWNERS ASSOCIATION, INC., a Nebraska non-profit corporation, does hereby approve and consent to the above and foregoing Supplementary Declaration of Covenants, Conditions and Restrictions.

Executed at Omaha, Nebraska, this 13 day of MARCH, 1978.

No Corporate Seal

WEDGEWOOD OWNERS ASSOCIATION, INC., a Nebraska non-profit corporation

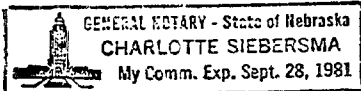
By [Signature]  
Its President

ATTEST:

\_\_\_\_\_  
Secretary

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me this 13th day of March, 1977, by Harold Schoeder, President of WEDGEWOOD OWNERS ASSOCIATION, INC., a Nebraska non-profit corporation, on behalf of the corporation.



Charlotte Siebersma  
Notary Public

APPROVAL AND CONSENT OF  
FIRST NATIONAL BANK OF OMAHA, MORTGAGEE

FIRST NATIONAL BANK OF OMAHA, Mortgagee of a portion of the premises included in Wedgewood Town Homes Addition, does hereby approve, consent to and join in the above and foregoing Supplementary Declaration of Covenants, Conditions and Restrictions.

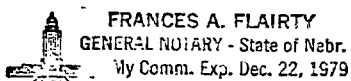
Executed at Omaha, Nebraska, this 28th day of November, 1977.

FIRST NATIONAL BANK OF OMAHA

BY Robert J. Lind

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me this 28th day of November, 1977, by Robert J. Lind, Vice President of the FIRST NATIONAL BANK OF OMAHA, on behalf of said First National Bank of Omaha.



Frances A. Flairty  
Notary Public

APPROVAL AND CONSENT OF  
OMAHA SAVINGS AND LOAN ASSOCIATION, MORTGAGEE

OMAHA SAVINGS AND LOAN ASSOCIATION, Mortgagee of Lot 65, Wedgewood Town Homes Addition, Phase Three, a/k/a Wedgewood Phase III, an addition to the City of Omaha, Douglas County, Nebraska, as surveyed, platted and recorded, does hereby approve, consent to and join in the above and foregoing Supplementary Declaration of Covenants, Conditions and Restrictions.

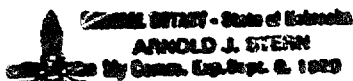
Executed at Omaha, Nebraska, this 28 day of November, 1977.

OMAHA SAVINGS AND LOAN ASSOCIATION

BY D. E. Gravel

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of November, 1977, by D. E. CROUCH, PRESIDENT of OMAHA SAVINGS AND LOAN ASSOCIATION, on behalf of said Omaha Savings and Loan Association.



Arnold J. Stern  
Notary Public

APPROVAL AND CONSENT OF  
NEBRASKA BROKERAGE COMPANY, A NEBRASKA CORPORATION,  
d/b/a NBC REAL ESTATE COMPANY

NEBRASKA BROKERAGE COMPANY, a Nebraska corporation, d/b/a NBC REAL ESTATE COMPANY, owner of a portion of Lots 51 and 52 and Outlot 10 in Wedgewood Phase III, an addition to the City of Omaha, Douglas County, Nebraska, as surveyed, platted and recorded, does hereby approve, consent to and join in the above and foregoing Supplementary Declaration of Covenants, Conditions and Restrictions.

Executed at Omaha, Nebraska, this 21<sup>st</sup> day of NOVEMBER, 1977.

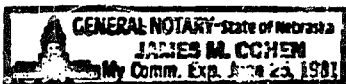
NEBRASKA BROKERAGE COMPANY, a  
Nebraska corporation, d/b/a  
NBC REAL ESTATE COMPANY

By James K. [Signature] - PRESIDENT



STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of NOVEMBER, 1977, by ROBIN K. FLOTH, PRESIDENT of NEBRASKA BROKERAGE COMPANY, a Nebraska corporation, d/b/a NBC REAL ESTATE COMPANY, on behalf of said Nebraska Brokerage Company.



James M. Cohen  
Notary Public

APPROVAL AND CONSENT OF  
RICHARD J. SLABAUGH AND BARBARA C. SLABAUGH

RICHARD J. SLABAUGH and BARBARA C. SLABAUGH, Joint Tenants, owners of Lot 65, Wedgewood Town Homes Addition, Phase Three, a/k/a Wedgewood Phase III, an addition to the City of Omaha, Douglas County, Nebraska, as surveyed, platted and recorded, do hereby approve, consent to and join in the above and foregoing Supplementary Declaration of Covenants, Conditions and Restrictions.

17 Third

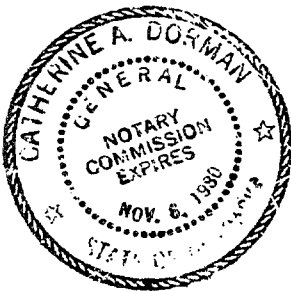
Executed at Omaha, Nebraska, this 17 day of January, 1977.

Richard J. Slabaugh  
Richard J. Slabaugh

Barbara C. Slabaugh  
Barbara C. Slabaugh

STATE OF NEBRASKA )  
COUNTY OF DOUGLAS ) ss.

The foregoing instrument was acknowledged before me this 17 day of January, 1977, by RICHARD J. SLABAUGH and BARBARA C. SLABAUGH.



Catherine A. Dorman  
Notary Public

17 April.

RECEIVED

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C. HAROLD OSTLER  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NEBR.

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