

77-37-38

D E C L A R A T I O N

BOOK 525 PAGE 331

Lots 1, 2, 3, 4, 5, Block 8,
SUNNYSLOPE 3rd Platting, 1st Addition,
as surveyed, platted and recorded

This DECLARATION, made August 6, 1973, by

CASTLE'S INC., a Nebraska corporation and JACK R. MORTON and OPAL L. MORTON, husband and wife, herein-after called "Declarants",

WITNESSETH: THAT,

WHEREAS, Declarants are the owners of Lots 1, 2, 3, 4, 5, Block 8, SUNNYSLOPE 3rd Platting, 1st Addition, as surveyed, platted and recorded in Douglas County, Nebraska;

WHEREAS, Declarants have sub-divided said lots into twenty parcels and have erected twenty townhouses upon said parcels;

WHEREAS, Declarants desire to promote and preserve the clustered private residential character of said townhouse units;

WHEREAS, Declarants have formed an association of townhouse owners entitled Granada Townhouse Association;

WHEREAS, Declarants desire to place certain covenants, easements and restrictions on said lots for use and benefit of the present owners and future grantees, their successors and assigns;

NOW, THEREFORE, in consideration of the matters herein recited Declarants do hereby

DECLARE as follows, to-wit:

1. Involved Property: All real property involved in this Declaration, hereafter called "involved property", is and will be acquired, conveyed, devised, inherited, sold, or otherwise transferred and is and will be occupied and used subject to all and each of the conditions and other terms set out in this Declaration; and the following does and will constitute the involved property so subject to this Declaration:

a. Lots 1, 2, 3, 4, 5, Block 8, SUNNYSLOPE 3rd Platting, 1st Addition, as surveyed, platted and recorded in Douglas County, Nebraska.

2. Covenants: The involved property is and will be through August 1, 2003, subject to all and each of the following conditions and other terms, hereinafter called "covenants":

a. No townhouse unit will be occupied or used for other than single family clustered residential purposes.

b. The structure or associated structures comprising a single-family clustered residence will consist of a dwelling attached to one or more other dwellings by one or more common foundations, roofs, walls, or other structural elements or a detached dwelling designed to accommodate a single person or one family group together with household servant or servants of not more than two and one-half stories in height with an enclosed private garage, and with or without attached breezeways, enclosed or walled patios, and other structural elements appropriate, convenient, or necessary for clustered residential purposes.

c. No single family clustered residence will be altered, built, constructed, or otherwise maintained on any townhouse lot without an express written approval executed by Granada Townhouse Association as to general appearance, exterior color or colors, harmony of external design and location in relation to surroundings and topography and other relevant architectural factors, location within townhouse lot boundary lines, quality of construction, size, and suitability for clustered residential purposes of such single-family clustered residence. No exterior air conditioning equipment, antenna, ditch, fence, flag pole, tennis court, wall, or other structure or associated structures and no trees or any other landscaping in any location within public view will be altered, built, constructed, erected, installed, planted, or otherwise maintained or undertaken on any townhouse lot without such approval by Granada Townhouse Association so secured as to general appearance, composition, design, exterior color or colors, and suitability for clustered residential purposes.

d. After commencement thereof all approved or permitted construction on any townhouse lot will be as diligently prosecuted to completion as soon as practicable, and no approved or permitted construction will be maintained on any townhouse lot in uncompleted or unfinished condition for more than eighteen months.

e. No driveway or sidewalk and no structural element of any approved or permitted single-family clustered residence or exterior part thereof will be maintained on any townhouse lot in damaged, deteriorated, hazardous, or otherwise unfit, unsafe, or unsightly condition.

f. No exterior burner, incinerator, or other receptacle for garbage, trash, or other refuse will be maintained above ground level on any townhouse lot; and no barn, shack, tent, trailer, or other movable or temporary structure will be maintained on any townhouse lot other than for temporary use or uses appropriate, convenient, or necessary for clustered residential purposes for not more than seven days within any calendar year or for use or permitted construction.

g. No grass, weeds, or other vegetation will be grown or otherwise permitted to commence or continue and no dangerous, diseased, or otherwise objectionable shrubs or trees will be maintained on any townhouse lot so as to constitute an actual or potential public nuisance, create a hazard of undesirable contagion or proliferation, or detract from a neat and trim appearance.

h. No basketball hoop, slide, swing, or other play or recreational equipment will be installed or maintained on any townhouse lot, other than in a location out of public view, without express written approval executed by Granada Townhouse Association; and no garden implements, lawn mowers, or other maintenance equipment not in actual use will be kept or otherwise maintained on any townhouse lot, other than in a location out of public view. Except that said recreational or playground equipment may be installed within the West fifteen feet of any townhouse lot without written permission of the Association.

i. After initial occupancy, no advertising sign or other poster other than a sign of an area of not more than four square feet advertising such townhouse lot for sale or a sign or signs belonging to Declarant as owner of such townhouse lot will be maintained on any townhouse lot.

j. No excess or unused building material or materials will be kept, stored, or otherwise maintained on any townhouse lot in a location within public view, other than for use or uses connected and coterminous with approved or permitted construction; and no junk, rubbish, waste material, or other refuse will be abandoned, stored, or otherwise maintained on any townhouse lots.

k. No public annoyance or nuisance, and no noxious or offensive activity will be carried on, conducted, or otherwise permitted to commence or continue on any townhouse lot.

3. Easements: Unless any thereof is terminated, the involved property is and will be perpetually subject to all and each of the following easements for ingress and egress, balcony, fireplace, patio, roof, and other structural projections, maintenance, repair, recreational, and other access, party walls, and private and public sewer and utilities conduits, connections, lines, maintenance, and services, hereinafter called "easements":

a. The Granada Townhouse Association, Northwestern Bell Telephone Company, Metropolitan Utilities District, and Omaha Public Power District, and their respective assigns and successors will have an easement, together with rights of egress, ingress, and other access thereto, for purposes of constructing, installing, maintaining, operating, renewing, or repairing their respective private sewer, telephone, gas; water, electric, public sewer, or other utility conduits, lines, or other facilities in, over, under, and upon townhouse lot except same shall not interfere with any driveway, sidewalk, or structural element of any approved single-family clustered residence on any townhouse lot.

b. Granada Townhouse Association and its assigns and successors for itself and for the general common benefit of all purchasers of townhouse units and future grantees will have a general easement, together with rights of egress, ingress, and other access thereto, for purposes of cultivating, cutting, installing, maintaining, mowing, planting, raking, renewing, trimming, or otherwise caring for grass, lawns, plants, sod, shrubs, trees, or other decorative or landscaping vegetation in, over, and upon all parts of each townhouse lot not occupied or used for any driveway, sidewalk, or structural element of an approved single-family clustered residence thereon, for purposes of maintaining, painting, repairing, restoring, or otherwise preserving any such driveway, sidewalk, or structural element or exterior part thereof, and for purposes of cleaning and removing ice, mud, snow, or other debris or matter from any such driveway or sidewalk.

c. Each owner of a townhouse unit will have a general easement, together with rights of egress, ingress and other access thereto, in, over, and upon all parts of each townhouse lot occupied or used for any common driveway, sidewalk or structural element, for purposes of maintaining, painting, repairing, restoring, or otherwise preserving any such common driveway, sidewalk, or structural element or exterior part thereof, and for purposes of cleaning and removing ice, mud, snow, or other debris or matter from any such common driveway or sidewalk.

d. Each owner of a townhouse unit shall have a general easement, together with rights of egress, ingress and other access thereto, for purposes of passing over any alley, driveway, sidewalk or other passageway so constructed as to constitute a common alley, driveway, sidewalk or other passageway by reason of continuity of construction which overlaps or crosses individual lot lines.

e. Each owner of a townhouse unit shall have a general easement, together with rights of egress and ingress and other access thereto, over and upon any portion of any townhouse lot not occupied for dwelling purposes for the purpose of maintaining or repairing any sewer line which may effect the sewer lines or connections of his unit.

4. The Granada Townhouse Association: The involved property is and will be subject to all and each of the following conditions and other terms:

a. The owner, his successors or assigns, of every townhouse lot or parcel shall be a member of the Granada Townhouse Association except that the Association shall consist solely of the undersigned until 11 of the townhouse lots have been sold.

b. Dues or other charges for each lot or parcel included in the membership of the Granada Townhouse Association shall be fixed or determined by said Association in a manner set out in its Rules, as from time to time amended, and said dues shall constitute, a lien upon and charge against each townhouse lot or parcel until paid or abated.

c. The obligations and privileges of membership in the Granada Townhouse Association shall be as set forth in its Rules, as from time to time amended, and shall extend to contract purchasers and owners of all townhouse parcels included in membership and pertain to and be coterminous with the duration of the interest of each such contract purchaser or owner; but each member will be and remain personally liable to the Granada Townhouse Association until abatement or payment for all dues or other charges as fixed by it at any time or from time to time throughout the duration of such interest and membership.

d. The Granada Townhouse Association will have the right as set forth in its Rules, as from time to time amended, to divide the membership into classes, to deny or limit voting rights of members or any membership class, to deny access to or use of

facilities or services, suspend the membership or privileges of, or otherwise discipline any member for failure to pay dues or charges or for other conduct detrimental to its affairs or otherwise improper.

5. Enforcement: The covenants, easements, conditions, and other terms set out in this Declaration and in said Declaration are and will be subject to the following enforcement:

a. The Granada Townhouse Association and every contract purchaser or owner of any townhouse lot will be entitled at any time or from time to time to institute any equitable or legal proceeding appropriate, convenient, or necessary for enforcement as to any covenant or easement granted to it or to such contract purchaser or owner.

b. Every grantee, assign thereof, or successor thereto will be entitled at any time or from time to time to institute any equitable or legal proceeding appropriate, convenient, or necessary for enforcement of any easement granted to such grantee.

6. Extension, Modification, Termination:

a. For the purpose of avoiding undue hardship, the Granada Townhouse Association will have the right by an express written permit to waive partly or wholly the application to any townhouse parcel of any covenant or easement granted to it; and Granada Townhouse Association will have the right to extend, modify, or terminate all or any part or parts respectively of this Declaration other than easements granted to other grantees.

b. If any portion of these Declarations shall be held invalid, the remaining Declarations shall be decreed to remain in full force and effect.

IN WITNESS WHEREOF, Declarants have executed this Declaration at Omaha, Douglas County, Nebraska.

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AMENDMENT NO. 1 TO
DECLARATIONS OF GRANADA
TOWNHOUSE ASSOCIATION

Lots 1, 2, 3, 4, 5, Block 8,
SUNNYSLOPE 3rd Platting, 1st Addition,
as surveyed, platted and recorded

This AMENDMENT, made February 15, 1974, by

CASTLE'S INC., a Nebraska Corporation, and JACK R. MORTON and OPAL L. MORTON, husband and wife, hereinafter called "Declarants",

WITNESSETH: THAT,

WHEREAS, Declarants are the owners of Lots 1, 2, 3, 4, and 5, Block 8, SUNNYSLOPE 3rd Platting, 1st Addition, as surveyed, platted and recorded in Douglas County, Nebraska;

WHEREAS, Declarants are desirous of adding an amendment to "Declarations" previously executed, dated August 6, 1973, recorded in Book 525 at Page 331 of the Miscellaneous Records of the Register of Deeds of Douglas County, Nebraska;

NOW, THEREFORE, we declare as follows, to-wit:

A) No lien or assessment provided in the original Declarations herein for unpaid dues or assessments shall be deemed to be superior to or have priority over any purchase money lien or mortgage impressed upon any of said lots for the purpose of acquiring an interest in any lot or lots.

B) Any notice of unpaid dues or assessments shall be sent to lien holders of record of purchase money liens or mortgages provided that said lien holder has given notice to the association of its address and notice shall be deemed to be given upon mailing same to the last known address of the lien holder contained in the records of the Association.

Granada Townhouse Association is a Nebraska, non-profit corporation organized among other reasons to maintain the above mentioned property and all reference in the above

BOOK 532 PAGE 582

described Declarations executed August 6, 1973, to "rules and regulations" shall mean and refer to the By-Laws of the corporation.

IN WITNESS WHEREOF, Declarants have executed this Amendment at Omaha, Douglas County, Nebraska.

JACK R. MORTON

Jack R. Morton

OPAL L. MORTON

Opal L. Morton

CASTLE'S, INC., a Corporation

BY *Dwight E. Whitesides*

PRESIDENT

Attest *Larry E. Welch*
SECRETARY



STATE OF NEBRASKA)
COUNTY OF DOUGLAS) ss

On this 15th day of February, 1974, before me, a notary public in and for Douglas County, Nebraska, personally appeared Jack R. Morton and Opal L. Morton, husband and wife, personally known to me to be the identical persons who have executed the foregoing instrument and acknowledged that their execution thereof was their voluntary act and deed.



LARRY E. WELCH
GENERAL NOTARY - State of Nebr.
My Commission Expires
January 17, 1977.

Larry E. Welch
NOTARY PUBLIC

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) ss

On this 15th day of February, 1974, before me, personally came Dwight E. Whitesides, President of Castle's, Inc., (a corporation), to me personally known to be the President and the identical person whose name is affixed to the above instrument, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation and that the Corporate seal of the said corporation was thereto affixed by its authority.

Witness my hand and Notarial Seal at Omaha, Nebraska, in said county the day and year last above written.



LARRY E. WELCH
GENERAL NOTARY - State of Nebr.
My Commission Expires
January 17, 1977.

Larry E. Welch
NOTARY PUBLIC

7.25

ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA
15 DAY OF Feb 1974
C. HAROLD OSTLER, REGISTER OF DEEDS

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No. 348
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BOOK 543 PAGE 691

AMENDMENT NO. 2 TO
DECLARATIONS OF GRANADA
TOWNHOUSE ASSOCIATION

Lots 1, 2, 3, 4, 5, Block 8,
SUNNYSLOPE 3rd Platting, 1st Addition,
as surveyed, platted and recorded

This AMENDMENT, made October 14, 1974, by

CASTLE'S INC., a Nebraska Corporation, and JACK R. MORTON and OPAL L. MORTON, husband and wife, herein-after called "Undersigned",

WITNESSETH: THAT,

WHEREAS, the Undersigned are the owners of all townhouses located on Lots 1, 2, 3, 4 and 5, Block 8, Sunnyslope 3rd Platting, First Addition, as surveyed, platted and recorded in Douglas County, Nebraska;

WHEREAS, the Undersigned are desirous of adding an Amendment to "Declarations" previously executed, dated August 6, 1973, recorded in Book 525 at Page 331 of the Miscellaneous Records of the Register of Deeds of Douglas County, Nebraska;

NOW, THEREFORE, declare as follows, to-wit:

So long as Granada Townhouse Association shall consist of or be controlled by the original signatories of these Declarations in their capacity of developers of the above mentioned real estate, the following actions will require the prior approval of the Federal Housing Administration: Annexation of additional properties, dedication of common areas, and amendments to the Declaration of Covenants, Conditions and Restrictions.

Granada Townhouse Association is a Nebraska nonprofit Corporation organized among other reasons to maintain the above mentioned property and all reference in the above described Declarations executed August 6, 1973, to "rules and regulations" shall mean and refer to the By-Laws of the corporation.

rest.
rest.
rest.
rest.
rest.
rest.

STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

On this 11 day of October, 1974, before me, a Notary Public, personally appeared Alvin Marshall Hahn ^{Husband & Wife}, personally known to me to be the identical person who has executed the foregoing instrument and acknowledged that his execution thereof was his voluntary act and deed.

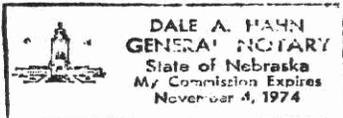


Dwight E. Whitesides
GENERAL NOTARY
State of Nebraska
My Commission Expires
April 24, 1973

Dwight E. Whitesides
Notary Public

STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

On this 11 day of October, 1974, before me, a Notary Public, personally appeared Dwight E. & Lois Whitesides, personally known to me to be the identical person who has executed the foregoing instrument and acknowledged that his execution thereof was his voluntary act and deed.



DALE A. HAHN
GENERAL NOTARY
State of Nebraska
My Commission Expires
November 4, 1974

Dale A. Hahn
Notary Public

STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

On this 13 day of October, 1974, before me, a Notary Public, personally appeared Robert Mayhew Stambaugh ^{Husband & Wife}, personally known to me to be the identical person who has executed the foregoing instrument and acknowledged that his execution thereof was his voluntary act and deed.



Dwight E. Whitesides
GENERAL NOTARY
State of Nebraska
My Commission Expires
April 24, 1978

Dwight E. Whitesides
Notary Public

STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

On this 14 day of October, 1974, before me, a Notary Public, personally appeared Bette J. Gibson & Frank E. Gibson ^{Husband & Wife}, personally known to me to be the identical person who has executed the foregoing instrument and acknowledged that his execution thereof was his voluntary act and deed.



Dwight E. Whitesides
GENERAL NOTARY
State of Nebraska
My Commission Expires
April 24, 1978

Dwight E. Whitesides
Notary Public

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ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA
ON 15 DAY OF October 1974 AT 2:21 P.M. C. HAROLD OSTLER, REGISTER OF DEEDS 10.25

