

FILED SARPY COUNTY NEBRASKA
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Lloyd J. Dowding

REGISTER OF DEEDS



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| COUNTER | <u>P</u> | C.E. | <u>PW</u> |
| VERIFY | <u>P</u> | D.E. | <u>PW</u> |
| PROOF | <u>D</u> | | |
| FEES \$ | <u>87.00</u> | | |
| CHECK# | <u>1185</u> | | |
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**THIS PAGE ADDED
FOR RECORDING
INFORMATION.**

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NEXT PAGE.**

LLOYD J. DOWDING

SARPY
SARPY COUNTY REGISTER OF DEEDS
Steven J. Stastny, Deputy
1210 GOLDEN GATE DRIVE, STE 1109
PAPILLION, NE 68046-2895
402-593-5773

R+R
max Thacker, Pres
Villas of Southwind
Townhome Assn
8148 S. 94th St.
LaVista, NE 68128

Recorder Note: Indexed in Villas At Southwind
8/27/12 PM

**AMENDED
DECLARATION
OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR THE TOWNHOME RESIDENTIAL LOTS
VILLAS OF SOUTHWIND, A SUBDIVISION
IN SARPY COUNTY, NEBRASKA**

THIS DECLARATION, made on the date hereinafter set forth, is made by The Villas of Southwind, a Nebraska corporation, hereinafter referred to as the "Declarant".

PRELIMINARY STATEMENT

The Declarant is the Association of owners of certain real property located within Sarpy County, Nebraska and described as follows:

Lots 1 through 44, inclusive, Villas of Southwind, a Subdivision, as surveyed, platted and recorded in Sarpy County, Nebraska.

Such lots are herein referred to collectively as the "Lots" and individually as each "Lot". The term "Lot" shall also mean and refer to each respective parcel resulting from a Lot split of a Lot whereby two (2) separate residences are created from one (1) originally platted lot as shown upon any recorded subdivision plat which included the above property.

The Declarant desires to provide for the preservation of the values and amenities of Villas of Southwind, for the maintenance of the character and residential integrity of Villas of Southwind, and for the acquisition, construction and maintenance of Common Facilities for the use and enjoyment of the residents of Villas of Southwind.

NOW, THEREFORE, the Declarant hereby revokes all previous declarations and also declares that each and all of the Lots shall be held, sold and conveyed subject to the following restrictions, covenants, conditions and easements, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Lots, and the enjoyment of the residents of the Lots. These restrictions, covenants, conditions and easements shall run with such Lots and shall be binding upon all parties having or acquiring any right, title or interest in each Lot, or any part thereof, as is more fully described herein. The Lots, and each Lot is and shall be subject to all and each of the following conditions and other terms:

**ARTICLE I.
RESTRICTIONS AND COVENANTS**

1. Each Lot shall be used exclusively for townhome (single family or duplex) residential purposes, which may include Lots or parts thereof as may hereafter be conveyed to separate owners so that two single family attached dwellings may be created.

2. No residence, building, fence (other than fences constructed by the Declarant), wall, driveway, patio, patio enclosure, swimming pool, pool house, basketball backboards, dog house, tree house, antenna, satellite receiving station, dishes or "discs", flag pole, solar heating or cooling device, tool shed, outdoor lighting, wind mill or other external improvement, above or below the ground (herein

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all referred to as any "Improvement") shall be constructed, erected, placed or permitted to remain on any Lot, nor shall any grading or excavation for any Improvement be commenced, except for Improvements which have been approved by Declarant as follows:

A. An owner desiring to erect an Improvement shall deliver two sets of construction plans, landscaping plans and plot plans to Declarant (herein collectively referred to as the "plans"). Such plans shall include a description type, quality, color and use of materials proposed for the exterior of such Improvement. Concurrent with submission of the plans, Owner shall notify the Declarant of the Owner's mailing address.

B. Declarant shall review such plans in relation to the type and exterior of improvements constructed, or approved for construction, on neighboring Lots and in the surrounding area, and any general scheme or plans formulated by Declarant. In this regard, Declarant intends that the Lots shall constitute when developed a residential community with homes constructed of high quality materials. The decision to approve or refuse approval of a proposed Improvement shall be exercised by Declarant to promote development of the Lots and to protect the values, character and residential quality of all Lots. If Declarant determines that the harmony of external design and location in relation to the surrounding Improvements and topography of the proposed Improvement will not protect and enhance the integrity and character of all the Lots and neighboring Lots as a quality residential community, Declarant may refuse approval of the proposed Improvement.

C. Written Notice of any refusal to approve a proposed Improvement shall be mailed to the owner at the address specified by the owner upon submission of the plans. Such notice shall be mailed, if at all, within thirty (30) days after the date of submission of the plans. If notice of refusal is not mailed within such period, the proposed Improvement shall be deemed approved by Declarant.

D. No Lot owner, or combination of Lot owners, or other person or persons shall have any right to any action by Declarant, or to control, direct or influence the acts of the Declarant with respect to any proposed Improvement. No responsibility, liability or obligation shall be assumed by or imposed upon Declarant by virtue of the authority granted to Declarant in this Section, or as a result of any act or failure to act by Declarant with respect to any proposed Improvement.

3. No residence shall be created, altered, placed or permitted to remain on any Lot other than the one (1) single family or one (1) multi-family (duplex) residential structure, each respective side of a duplex structure shall contain a minimum of one thousand (1,000) sq. ft. of living space area on the main floor and above the basement level. Each single family structure which is not part of a duplex structure shall contain a minimum of one thousand one hundred (1,100) sq. ft. of living space area on the main floor and above the basement level. Two (2) single-family attached residences may be created for one (1) original duplex structure. Living space area means finished habitable space, measured to the exterior of the enclosing walls, and does not include porches, stoops, breezeways, courtyards, patios, decks, basements, garages or carports. The maximum height of the dwelling shall be two (2) stories. The basement is not considered a story even if it is one hundred percent (100%) above grade on one side, and essentially below grade on the other three (3) sides. All dwellings shall have attached, enclosed, side-by-side, two (2) car garages minimum which must contain area of not less than four hundred (400) square feet. Residences on all lots shall have a minimum set back of twenty-five (25) feet and a side yard setback of five (5) feet, except for common walls of duplex structure.

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4. The exposed front foundation walls and any foundation walls facing any street of all main residential structures must be constructed of or faced with brick or other approved material. All exposed side and rear concrete or concrete block foundation walls not facing a street must be painted. All driveways must be constructed of concrete or other approved material. All foundations shall be constructed of concrete, concrete blocks, brick or stone. Fireplace chimneys shall be covered with brick, wood, or other material approved in writing by Declarant. Unless other materials are specifically approved by Declarant, the roof of all Improvements shall be covered with asphalt shingles of weatherwood color or other approved material shingles.

5. No advertising signs, billboards, unsightly objects or nuisances shall be erected, placed or permitted to remain on any Lot except one sign per Lot consisting of not more than six (6) square feet advertising a lot as "For Sale"; nor shall the premises be used in any way for any purpose which may endanger the health or unreasonably disturb the owner or owners of any Lot or any resident thereof. No business activities of any kind whatsoever shall be conducted on any Lot. Provided, however, the foregoing paragraph shall not apply to the business activities, signs and billboards or the construction and maintenance of buildings, if any, by Declarant, their agents or assigns, during the construction and sale of the Lots.

6. No exterior television or radio antenna of any sort shall be permitted on any Lot. Notwithstanding the foregoing, an antenna that is designed to receive direct broadcast satellite service not exceeding one meter in diameter and attached directly to the residence may be permitted provided that the location and size of the proposed satellite receiving dish be first approved by the Declarant, or its assigns. No treehouses, tool sheds, dollhouses, windmills, or similar structures shall be permitted on any Lot.

7. No repair of any boats, automobiles, motorcycles, trucks, campers or similar vehicles requiring a continuous time period in excess of forty-eight (48) hours shall be permitted on any Lot at any time; nor shall vehicles offensive to the neighborhood be visibly stored, parked or abandoned on any Lot. No unused building material, junk or rubbish shall be left exposed on the Lot except during actual building operations, and then only in as neat and inconspicuous a manner as possible.

8. No boat, camper, trailer, auto-drawn or mounted trailer of any kind, mobile home, truck, aircraft, camper truck or similar chattel shall be maintained or stored on any part of a Lot (other than in an enclosed structure) not to exceed 72 hours per occurrence and for more than twenty (20) days within a calendar year. No motor vehicle may be parked or stored outside on any Lot, except vehicles driven on a regular basis by the occupants of the dwelling located on such Lot. No grading or excavating equipment, tractors or semitractors/trailers shall be stored, parked, kept or maintained in any yards, driveways or streets. However, this Section 8 shall not apply to trucks, tractors or commercial vehicles which are necessary for the construction of residential dwellings during their period of construction. All residential Lots shall provide at least the minimum number of off street parking areas or spaces for private passenger vehicles required by the applicable zoning ordinances of the City of LaVista, Nebraska. All garage doors must be closed when not in use.

9. No incinerator, trash burner or fuel tank shall be permitted on any Lot. No garbage or trash can or container shall be permitted outside of any dwelling at any time, except for pickup purposes and not in excess of eight (8) consecutive hours. No garden lawn or maintenance equipment of any kind whatsoever shall be stored or permitted to remain outside of any dwelling or suitable storage facility, except when in actual use. No garbage, refuse, rubble or cutting shall be deposited on any street, road or Lot. No clothes line shall be permitted outside of any dwelling at any time.

10. Exterior lighting installed on any Lot shall either be indirect or of such a controlled focus

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and intensity as not to disturb the residents of adjacent Lots.

11. No new fence shall be permitted. No existing fence will extend beyond the middle line of a main residential structure unless written approval is first obtained from Declarant. All existing fences shall be constructed of materials approved by Declarant. No hedges or mass planted shrubs shall be permitted more than ten (10) feet in front of the front building line. No fences or walls shall exceed a height of six (6) feet. All produce or vegetable gardens shall be maintained only in rear yards. All Lots shall be fully sodded at the time of completion of the Improvements.

12. No swimming pool shall be permitted.

13. Construction of any Improvement shall be completed within one (1) year from the date of commencement of excavation or construction of the Improvement. No excavation dirt shall be spread across any Lot in such a fashion as to materially change the contour of any Lot.

14. A public sidewalk shall be constructed of concrete four (4) feet wide by four (4) inches thick in front of each built upon Lot and upon the street side of each built upon corner Lot. The sidewalk shall be placed five (5) feet back of the street curb line and shall be constructed by the owner of the Lot prior to the time of completion of the main structure and before occupancy thereof; provided, however, this provision shall vary to comply with any requirements of the City of LaVista, Nebraska.

15. Driveway approaches between the sidewalk and curb on each Lot shall be constructed of concrete. Should repair or replacement of such approach be necessary, the repair or replacement shall also be of concrete and will comply with City of La Vista codes. No asphalt overlay of driveway approaches will be permitted.

16. No stable or other shelter for any animal, livestock, fowl or poultry shall be erected, altered, placed or permitted to remain on any Lot. No animals, livestock, agricultural-type animals, fowl, or poultry of any kind, including pot-bellied pigs, shall be raised, bred or kept on any Lot, except that dogs, cats, or other household pets maintained within the residential structure may be kept, provided that they are not kept, bred or maintained for any commercial purpose and, provided, that they are kept confined to the Lot of their Owner and are not permitted to run loose outside the Lot of the Owner.

17. Any exterior air conditioning condenser unit shall be placed in the rear yard or any side yards so as not to be visible from public view. 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 Lot so as to constitute an actual or potential public nuisance, create a hazard or undesirable proliferation, or detract from a neat and trim appearance. Vacant Lots shall not be used for dumping of earth or any waste materials, and no vegetation on vacant Lots shall be allowed to reach a height in excess of twelve (12) inches.

18. No structure of a temporary character, trailer, basement, tent, outbuilding or shack shall be erected upon or used on any Lot at any time, either temporarily or permanently. No structure or dwelling shall be moved from outside Villas of Southwind to any Lot unless the written approval of Declarant is first obtained.

19. Except for connection and access facilities, no electrical, plumbing, sprinkling, sewer or utility service lines shall be installed above ground on any Lot.

20. Declarant does hereby reserve unto itself the right to require the installation of siltation fences or erosion control devices and measures in such location, configurations, and designs as it may determine appropriate in its sole and absolute discretion.

ARTICLE II.
BOUNDARY FENCE

1. Boundary fences along 94th Street, Robin Drive, 92nd Street, and Giles Road (the "Boundary Fence") have been constructed. The Boundary Fence, is situated generally on the southerly most boundary line of Lot 1 and Lots 27 through 39, inclusive; the westerly most boundary line of Lots 1 through 6, inclusive; the northerly most boundary line of Lots 7, 8, 13 through 16, inclusive, and 43; and the easterly most boundary line of Lots 44 and 39 through 42, inclusive; (ii) extend vertically not to exceed approximately six (6) feet; (iii) be uniform in construction; and (iv) be of the same material as shall be determined by Declarant. Each of such lots are collectively referred to as the "Boundary Lots".

2. Boundary Lots are subject to a permanent and exclusive right and easement in favor of Declarant and the Villas of Southwind Townhome Association to maintain, repair and replace the Boundary Fence. Without limitation of the rights and easements granted by this Declaration, the Association may come upon any of the Boundary Lots for the purpose of constructing, installing, repairing, maintaining, removing, and replacing the Boundary Fence. Notwithstanding the foregoing, the Owner of a Boundary Lot agrees to keep the Boundary Fence adjoining the respective Owner's Lot in good order and repair and is primarily responsible for the repair or maintenance of the Boundary Fence adjoining the Owner's Lot.

ARTICLE III.
TOWNHOME ASSOCIATION

1. The Association. Declarant has caused the incorporation of Southwind Homeowners' Association, a Nebraska not for profit corporation (hereinafter referred to as the "Association"). The Association has as its purpose the promotion of the health, safety, recreation, welfare and enjoyment of all the residents in the Southwind Subdivision, including:

A. The acquisition, construction, landscaping, improvement, equipment, maintenance, operation, repair, upkeep and replacement of Common Facilities may include recreational facilities such as swimming pools, tennis courts, health facilities, playgrounds and parks; dedicated and nondedicated roads, paths, ways, linear trails, outlots and green areas; and signs and entrances for Southwind. Common Facilities may be situated on property owned or leased by the Association, on public property, on private property subject to an easement in favor of the Association, or on property dedicated to a Sanitary Improvement District.

B. The promulgation, enactment, amendment and enforcement of rules and regulations relating to the use and enjoyment of any Common Facilities, provided always that such rules are uniformly applicable to all Members. The rules and regulations may permit or restrict use of the Common Facilities by Members. The rules and regulations may permit or restrict use of the Common Facilities by Members, their families, their guests, and/or by other persons, who may be required to pay a fee or other charge in connection with the use or enjoyment of the Common Facility.

C. The exercise, promotion, enhancement and protection of the privileges and interests of the residents of Southwind; and the protection and maintenance of the residential character of Southwind.

The Association is formed for the benefit of all single family and duplex/townhome multi-family residential property owners in Southwind (referred to as the "Lots").

2. **Membership and Voting.** The "Owner" of each Lot shall be a Member of this Association. For purposes of this Declaration, the term "Owner" of a Lot means and refers to the record owner, whether one or more persons or entities, of fee simple title to a Lot, but excluding however those parties having any interest in any of such Lot merely as security for the performance of an obligation (such as a contract seller, the trustee or beneficiary of a deed of trust, or a mortgagee). The purchaser of a Lot under a land contract or similar instrument shall be considered to be the "Owner" of the Lot for purposes of this Declaration. Membership shall be appurtenant to ownership of each Lot, and may not be separated from ownership of each Lot. It is understood that the Owner of each respective Lot created as a result of a Lot split shall be each entitled to one (1) vote.

The Owner of each Lot, whether one or more persons and entities, shall be entitled to one (1) vote on each matter property coming before the Members of the Association.

3. **Purposes and Responsibilities.** The Association shall have the powers conferred upon not for profit corporations by the Nebraska Nonprofit Corporation Act, and all powers and duties necessary and appropriate to accomplish the Purposes and administer the affairs of the Association. The powers and duties to be exercised by the Board of Directors, and upon authorization of the Board of Directors by the Officers, shall include but shall not be limited to the following:

A. The acquisition, development, maintenance, repair, replacement, operation and administration of Common Facilities, and the enforcement of the rules and regulations relating to the Common Facilities.

B. The landscaping, mowing, watering, repair and replacement of parks, outlots and other public property and improvements on parks or public property within or near Southwind.

C. The fixing, levying, collecting, abatement, and enforcement of all charges, dues, or assessments made pursuant to the terms of this Declaration.

D. The expenditure, commitment and payment of Association funds to accomplish the purposes of the Association including, but not limited to, payment for purchase of insurance covering any Common Facility against property damage and casualty, and purchase of liability insurance coverages for the Association, the Board of Directors of the Association and the Members.

E. The exercise of all of the powers and privileges, and the performance of all of the duties and obligations of the Association as set forth in this Declaration, as the same may be amended from time to time.

F. The acquisition by purchase or otherwise, holding, or disposition of any right, title or interest in real or personal property, wherever located, in connection with the affairs of the Association.

G. The deposit, investment and reinvestment of Association funds in bank

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accounts, securities, money market funds or accounts, mutual funds, pooled funds, certificates of deposit or the like.

H. The employment of professionals and consultants to advise and assist the Officers and Board of Directors of the Association in the performance of their duties and responsibilities for the Association.

I. General administration and management of the Association, and execution of such documents and doing and performance of such acts as may be necessary or appropriate to accomplish such administration or management.

J. The doing and performing of such acts, and the execution of such instruments and documents, as may be necessary or appropriate to accomplish the purposes of the Association.

k. After thirty days written notice, contract for all necessary repairs or maintenance of the Owner's property and assess the Owner for the amount.

4. Mandatory Duties of Association. The Association shall maintain and repair the fence, signs, sidewalks, trails, pathways and landscaping which have been installed in easement areas of the Southwind subdivision, center islands dividing dedicated roads and in outlots within the Southwind subdivision, in generally good and neat condition.

5. Imposition of Dues and Assessments. The Association may fix, levy and charge the Owner of each Lot with dues and assessments (herein referred to respectively as "dues and assessments") under the following provisions of this Declaration. Except as otherwise specifically provided, the dues and assessments shall be fixed by the Board of Directors of the Association and shall be payable at the times and in the manner prescribed by the Board.

6. Abatement of Dues and Assessments. Notwithstanding any other provision of this Declaration, the Board of Directors may abate all or part of the dues or assessments due in respect of any Lot, and shall abate all dues and assessments due in respect of any Lot during the period such Lot is owned by the Declarant.

7. Liens and Personal Obligations for Dues and Assessments. The assessments and dues, together with interest thereon, costs and reasonable attorneys' fees, shall be the personal obligation of the Owner of each Lot at the time when the dues or assessments first become due and payable. The dues and assessments, together with interest thereon, costs and reasonable attorneys' fees, shall also be a charge and continuing lien upon the Lot in respect of which the dues and assessments are charged. The personal obligation for delinquent assessments shall not pass to the successor in title to the Owner at the time the dues and assessments become delinquent unless such dues and assessments are expressly assumed by the successors, but all successors shall take title subject to the lien for such dues and assessments, and shall be bound to inquire of the Association as to the amount of any unpaid assessments or dues.

8. Purpose of Dues. The dues collected by the Association may be committed and expended to accomplish the purposes of the Association described in Section 1 of this Article, and to perform the Powers and Responsibilities of the Association described in Sections 3 and 4 of this Article.

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9. Maximum Annual Dues. Unless excess dues have been authorized by the Members in accordance with Section 11, below, the aggregate dues which may become due and payable in any year shall not exceed the greater of:

A. One Hundred Twenty-Five and no/100 Dollars (\$125.00) per Lot.

B. In each calendar year beginning on January 1, 2000, one hundred twenty-five percent (125%) of the aggregate dues charged in the previous calendar year.

10. Assessments for Extraordinary Costs. In addition to the dues, the Board of Directors may levy an assessment or assessments for the purpose of defraying, in whole or in part, the costs of any acquisition, construction, reconstruction, repair, painting, maintenance, improvement, or replacement of any Common Facility, including fixtures and personal property related thereto, and related facilities. The aggregate assessments in each calendar year shall be limited in amount to Two Hundred and no/100 Dollars (\$200.00) per Lot.

11. Excess Dues and Assessments. With the approval of seventy-five percent of the Members of the Association, the Board of Directors may establish dues and/or assessments in excess of the maximums established in this Declaration.

12. Uniform Rate of Assessment. Assessments and dues shall be fixed at a uniform rate as to all Lots, but dues may be abated as to individual Lots, as provided in Section 5, above.

13. Certificate as to Dues and Assessments. The Association shall, upon written request and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the dues and assessments on a specified Lot have been paid to the date of request, the amount of any delinquent sums, and the due date and amount of the next succeeding dues, assessment or installment thereof. The dues and assessment shall be and become a lien as of the date such amounts first become due and payable.

14. Effect of Nonpayment of Assessments-Remedies of the Association. Any installment of dues or assessment which is not paid when due shall be delinquent. Delinquent dues or assessment shall bear interest from the due date at the rate of sixteen percent (16%) per annum, compounded annually. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot or Lots, and pursue any other legal or equitable remedy. The Association shall be entitled to recover as a part of the action and shall be indemnified against the interest, costs and reasonable attorneys' fees incurred by the Association with respect to such action. No Owner may waive or otherwise escape liability for the charge and lien provided for herein by nonuse of the Common Area or abandonment of his Lot. The mortgagee of any Lot shall have the right to cure any delinquency of an Owner by payment of all sums due, together with interest, costs and fees. The Association shall assign to such mortgagee all of its rights with respect to such lien and right of foreclosure and such mortgagee may thereupon be subrogated to any rights of the Association.

15. Subordination of the Lien to Mortgagee. The lien of dues and assessments provided for herein shall be subordinate to the lien of any mortgage, contract or deed of trust given as collateral for a home improvement or purchase money loan. Sale or transfer of any Lot shall not affect or terminate the dues and assessment lien.

ARTICLE IV.
EASEMENTS AND CONNECTION

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1. A perpetual easement is reserved in favor of the Association, its successors and assigns to create, install, repair, reconstruct, paint, maintain, and renew a fence, standards and related accessories located on, over and upon a ten (10) foot wide strip of land adjoining the Boundary Fence located on Boundary Lots.

2. Other easements are provided for in the final plat of Villas of Southwind which is filed in the Register of Deeds of Sarpy County, Nebraska (Book 98, Pages 28249).

ARTICLE VI.
GENERAL PROVISIONS

1. Except for the authority and powers specifically granted to the Declarant, the Declarant or any owner of a Lot named herein shall have the right to enforce by a proceeding at law or in equity, all reservations, restrictions, conditions and covenants now or hereinafter imposed by the provisions of this Declaration either to prevent or restrain any violation or to recover damages or other dues of such violation. Failure by the Declarant 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.

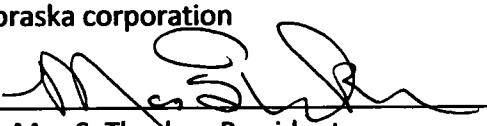
2. The covenants and restrictions of this Declaration shall run with and bind the land for a term of thirty (30) years from 3/15/1999. This Declaration may be amended by Declarant, by an instrument signed by the owners of not less than seventy-five percent (75%) of the Lots covered by this Declaration.

3. Invalidation of any covenant by judgment or court order shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has caused these presents to be executed this 27 day of August, 2012.

VILLAS OF SOUTHWIND TOWNHOME ASSOCIATION, a
Nebraska corporation

By


Max S. Thacker, President

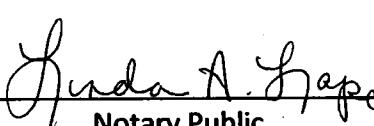
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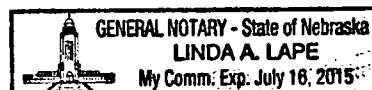
STATE OF NEBRASKA)

) ss.:

COUNTY OF Sarpy)

The foregoing amended Declaration was acknowledged before me this 27 day of August, 2012.


Notary Public



Ratified and adopted by the Owners which constitute over 75% of the Lots entitled to vote:

| | | | |
|------------------|------------------------------------|--------------------------------|----------------------------|
| Lot 1 | Sharee Patterson | 9319 Hillcrest Dr. | <u>Sharee Patterson</u> |
| Lot 2 | Jim & Debbie Mitchell | 8168 S. 94th Circle | <u>[Signature]</u> |
| Lot 3 | Frank & Dee Ethofer | 8164 S. 94th Circle | _____ |
| Lot 4 | Art & Evelyn Hanson | 8160 S. 94th Circle | <u>_____</u> |
| Lot 5 | Donna Hall/Andre Baker | 8156 S. 94th Circle | <u>_____</u> |
| Lot 6 | Mary Fiala | 8152 S. 94th Circle | <u>Mary L. Fiala</u> |
| Lot 7 | Max & Sharon Thacker | 8148 S. 94th Circle | <u>Sharon Thacker</u> |
| Lot 8 | Don & Virginia Past | 8151 S. 94th Circle | <u>Virginia Past</u> |
| Lot 9 | Tom & Pat Kamin | 8155 S. 94th Circle | <u>Pat Kamin</u> |
| Lot 10 | Chia L. Chang | 8159 S. 94th Circle | <u>_____</u> |
| Lot 11 | Pat Scornavacca | 8162 S. 93rd Circle | <u>Pat Scornavacca</u> |
| Lot 12 | Harvey & Maddie Fraser | 8158 S. 93rd Circle | <u>Maddie Fraser</u> |
| Lot 13 | Lee & Alyce Bradfield | 8154 S. 93rd Circle | <u>Lee Bradfield</u> |
| Lot 14 | Vicki Funkhouser | 8150 S. 93rd Circle | <u>Vicki Funkhouser</u> |
| Lot 15 | Don & Jackie Kalal | 8149 S. 93rd Circle | <u>Jacqueline E. Kalal</u> |
| Lot 16 | Shirley Carnazzo | 8153 S. 93rd Circle | <u>_____</u> |
| Lot 17 | Patrick Salvatore | 8157 S. 93rd Circle | <u>[Signature]</u> |
| Lot 18 | Patrick Salvatore | 8157 S. 93rd Circle | <u>[Signature]</u> |
| Lot 19 | Nakoma Baker | 8165 S. 93rd Circle | <u>Nakoma Baker</u> |
| Lot 20 | Ron & Sally Frick | 8169 S. 93rd Circle | <u>Sally Frick</u> |

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|--------|---|----------------------|----------------------------------|
| Lot 21 | James & Louann McCartney | 9220 Hillcrest Drive | <u>Joe Ann McCartney</u> |
| Lot 22 | Willam & Mary Petersen | 9228 Hillcrest Drive | <u>W. C. Petersen</u> |
| Lot 23 | Wilda Ellebeck-Direks | 9232 Hillcrest Drive | <u>Wilda Ellebeck</u> |
| Lot 24 | Melvin & Joen Gruber | 9302 Hillcrest Drive | <u>Joan Gruber</u> |
| Lot 25 | Charles & Barb Talmadge | 9306 Hillcrest Drive | <u>Chad Talmadge</u> |
| Lot 26 | <i>Thomas B Collins</i> Bert Collins | 9310 Hillcrest Drive | <u>Thomas B Collins</u> |
| Lot 27 | Ed & Teresa (Mollner) Fritz | 9315 Hillcrest Drive | <u>Ed & Teresa Fritz</u> |
| Lot 28 | Larry & Lynne Saathoff | 9313 Hillcrest Drive | <u>Larry Saathoff</u> |
| Lot 29 | Verna Lange | 9309 Hillcrest Drive | _____ |
| Lot 30 | <i>MARK & Kandi ANDON</i> Ron Uhing | 9307 Hillcrest Drive | <u>M B Andon</u> |
| Lot 31 | Patricia Torre | 9303 Hillcrest Drive | <u>Pat Torre</u> |
| Lot 32 | Colleen Corcoran | 9301 Hillcrest Drive | <u>Colleen M Corcoran</u> |
| Lot 33 | Neal Weich | 9225 Hillcrest Drive | _____ |
| Lot 34 | Denise White | 9223 Hillcrest Drive | <u>Denise K White</u> |
| Lot 35 | Dennis & Marcy Rees | 9219 Hillcrest Drive | <u>Ulaury Rees</u> |
| Lot 36 | Dick & Arlene Mahoney Jr | 9217 Hillcrest Drive | <u>Dick & Arlene Mahoney</u> |
| Lot 37 | Ron Uhing | 9213 Hillcrest Drive | _____ |
| Lot 38 | Toni Meadows | 9211 Hillcrest Drive | <u>Toni Meadows</u> |
| Lot 39 | Joe & Rose Vargas | 9209 Hillcrest Drive | <u>Jose Vargas</u> |
| Lot 40 | Byron & Joan Barnes | 9207 Hillcrest Drive | _____ |
| Lot 41 | James & Karen Kramolisch | 9205 Hillcrest Drive | <u>Loren A. Kramolisch</u> |

Lot 42 Loreen Blume

9203 Hillcrest Drive

Loreen K. Blume

Lot 43 Diane Kirk

9204 Hillcrest Drive

Lot 44 John Murphy

9202 Hillcrest Drive
