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Register of Deeds, Douglas County, NE
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2015052400

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF THE VILLAS AT WEST SHORES**

THIS DECLARATION (the "Declaration"), made on the date shown on the close of this instrument, by the party or parties hereto who are, at the close of this instrument, described as "Declarant",

WITNESSETH:

WHEREAS, Declarant, whether one or more, is the owner of certain property in Douglas County, Nebraska, more particularly described as follows:

Lots 246, 252, 253, 256, 257, 258, 259, 260, 262 through 269, inclusive, and 272 through 294, inclusive, West Shores, a subdivision located in Douglas County, Nebraska, as surveyed, platted and recorded;

WHEREAS, the following Lots are owned by the Consenting Lot Owners which are listed at pages 14, 15, 16, 17, 18, 19, 20, 21 and 22 of this Declaration:

Lots 247, 248, 249, 250, 251, 254, 255, 261, 270 and 271, West Shores, a subdivision located in Douglas County, Nebraska, as surveyed, platted and recorded;

WHEREAS, the Consenting Lot Owners, by execution of this Declaration, consent to having their respective Lots be subject to the terms and conditions of this Declaration and the recording of this Declaration with the Douglas County Register of Deeds against their respective Lots; and

Record and Return to: James E. Lang, Laughlin, Peterson & Lang, 11718 Nicholas Street, Suite 101, Omaha, NE 68154

✓ 025785

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WHEREAS, the Lots subject to this Declaration are described as follows:

Lots 246 through 294, inclusive, West Shores, a subdivision located in Douglas County, Nebraska, as surveyed, platted and recorded (hereinafter referred to as the "The Villas at West Shores");

WHEREAS, Declarant desires to make all of the above described property subject to the covenants, conditions and restrictions hereinafter set forth;

NOW, THEREFORE, Declarant hereby declares that all of the property hereinabove described shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, 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. "Villas Association" shall mean and refer to The Villas at West Shores Homeowners Association, Inc., a Nebraska nonprofit corporation, its successors and assigns.

SECTION 2. "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 3. "Properties" shall mean and refer to:

Lots 246 through 294, inclusive, West Shores, a subdivision located in Douglas County, Nebraska, as surveyed, platted and recorded (hereinafter referred to as "The Villas at West Shores"),

together with any such additions thereto as may hereafter be brought within the jurisdiction of the Villas Association.

SECTION 4. "Lot" shall mean and refer to any platted Lot shown upon any recorded subdivision map of the Properties or a parcel or lot resulting from a Lot split or replatting.

SECTION 5. "Improved Lot" shall mean and refer to any Lot included within the Properties upon which shall be erected a completed dwelling.

SECTION 6. "Declarant" shall mean Century Development Company, L.L.C., a Nebraska limited liability company and its successors and assigns.

SECTION 7. "Common Area" shall mean the entrance area, subdivision signage and right of way area owned and/or maintained by the Association which is not within the Lots.

SECTION 8. The "West Shores Covenants" shall mean the Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements of West Shores Subdivision dated January 15, 2013 and recorded on January 18, 2014 as Instrument No. 2013-006361 of the Register of Deeds of Douglas County, Nebraska, as amended.

ARTICLE II PROPERTY RIGHTS

SECTION 1. The Villas 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 or 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.

ARTICLE III MEMBERSHIP AND VOTING RIGHTS

SECTION 1. Every Owner of a Lot which is subject to assessment shall be a member of the Villas 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. Members holding 1/10th of the votes entitled to be cast represented in person or by proxy shall constitute a quorum.

SECTION 3. The Villas Association shall have two classes of voting members, Class A Members and Class B Members, defined as follows:

CLASS A: Class A Members shall be all Owners, including the Declarant. Each Class A 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.

CLASS B: The Class B Member shall be the Declarant, or its successors and assigns, who shall be entitled to twenty (20) votes for each Lot owned by the Declarant, or its successors or assigns, in addition to the votes to which the Declarant is entitled as a Class A Member. The Class B membership shall terminate, with the Declarant or its successors and assigns, then entitled to one vote for each Lot owned by the Declarant, or its successors and assigns, as a Class A Member, upon the occurrence of the first of the following dates:

- (a) The date on which the total votes outstanding in the Class A membership shall equal the total votes outstanding in the Class B membership, or
- (b) January 1, 2025.

ARTICLE IV COVENANT FOR ASSESSMENTS

SECTION 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant hereby covenants for each Improved Lot and for each Owner of any Improved Lot, by acceptance of a deed therefore or by entering into a contract for the purchase thereof, whether or not it shall be so expressed in such deed or in such contract, that it is, and shall be, deemed to covenant and agree to pay to the Villas Association;

- (1) Special assessments for capital improvements, and
- (2) Monthly assessments for lawn mowing, fertilization, snow removal, lawn sprinkler system turn on and off, trash removal and other operational and maintenance expenses with respect

to each Improved Lot as deemed necessary by the Villas Association,

- (3) Monthly assessments for the maintenance, repair and reconstruction of the landscaping, lawns and improvements within the Common Area,

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 land and shall be a continuing lien upon the property against which each such assessment shall be made. Each such assessments, 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 Improved 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. Notwithstanding the foregoing, monthly and special assessments shall not be charged to Improved Lots containing specs or model homes of the Declarant and builders until such specs or models are sold to a third party or occupied as a residence.

SECTION 2. Purposes of Assessments. The assessments levied by the Villas Association shall be used exclusively to promote the health, safety, recreation and welfare of the Owners of Improved Lots in the Properties and of the Improved Lots situated upon the Properties, including Lot maintenance as provided herein, and for the maintenance, construction, reconstruction and repair of any Common Area, if any, and the roadway, utilities and improvements within the Common Area or public right of way within or abutting the Properties, and other matters as more fully set out in Article V herein.

SECTION 3. Monthly Assessments. The Board of Directors shall have the authority to levy and assess from time to time against an Improved Lot a monthly maintenance Assessment for the purpose of meeting the requirements of Section 1 of Article V herein for maintenance and repairs.

SECTION 4. Special Assessment for Capital Improvements. The Villas Association may levy special assessments from time to time against an Improved Lot for the purpose of meeting the requirements of Section 2 of Article V herein for the costs of any construction, reconstruction, repair or replacement of any capital improvements on or within the common area, provided that any such assessment shall have the consent of two-thirds (2/3) of the votes of each class of membership, who shall vote in person or by proxy at a meeting duly called for such purpose.

SECTION 5. Notice and Quorum for Any Action Authorized Under Section 1. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 of this Article IV shall be sent to all Members not less than 10 days nor more than 50 days in advance of such meeting. At the first such meeting called, the presence of

Members, in person or by proxy, entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at such subsequent meeting shall be one-half (½) of the required quorum at the preceding meeting. Any such subsequent meeting shall be held within 60 days following the preceding meeting.

SECTION 6. Rate of Assessment and Commencement of Assessment. The monthly assessments shall be paid prorata by the Owners of all Improved Lots based upon the total number of Improved Lots; provided, however, the Board of Directors of the Villas Association may equitably adjust such prorations if it determines that certain Lots on which all of the improvements are not yet completed do not receive all of the benefits for which such assessments are levied. The monthly assessments may be collected on a monthly or other periodic basis by the Villas Association. The Board of Directors of the Villas Association shall fix the amount of the monthly or other periodic assessments against each Lot. Written notice of the assessment shall be sent to every Owner subject thereto. The date payment is due shall be the first day of each month, unless otherwise changed by the Board of Directors. The monthly assessment shall commence against the Improved Lot upon the date that the Improved Lot is conveyed to the initial residential Owner. If the builder of a residence on an Improved Lot occupies the residence, then the monthly assessments as to such Improved Lot shall commence upon his or her occupancy. The special assessments for capital improvements shall only be assessed against the Lot for which the costs of such construction, reconstruction, repair or replacement of any capital improvements occurs. The Villas Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Villas Association, setting forth whether or not all assessments on a specified Lot have been paid. A properly executed certificate of the Villas Association as to the status of assessments, on a particular Lot shall be binding upon the Villas Association as of the date of its issue by the Villas Association.

SECTION 7. Effect of Nonpayment of Assessment; Remedies of the Villas Association. Any assessment not paid within fifteen (15) days after the due date shall be deemed delinquent and shall bear interest at the maximum legal rate allowable by law in the State of Nebraska, which at the time of the execution of these Declarations, is sixteen percent (16%) per annum. Should any assessment remain unpaid more than thirty (30) days after the due date, the Villas Association may declare the entire unpaid portion of said assessment for said year to be immediately due and payable and thereafter delinquent. The Villas 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 property 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 Villas Association. Sale or transfer of any Lot shall not affect the status or priority of the lien for assessments made as provided herein. The Villas 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 Villas Association. No mortgagee shall be required to collect any assessments due. The Villas Association shall have the sole responsibility to collect all assessments due.

SECTION 9. Maximum Assessments. The maximum Villas Association monthly maintenance assessment for The Villas at West Shores shall not exceed \$150.00 per month through January 1, 2016. Thereafter, the Board of Directors shall be permitted to raise the monthly maintenance assessments, if necessary; however, such monthly maintenance assessments for a year shall not exceed 110% of the aggregate dues charged in the previous calendar year, unless the Villas Association votes by majority vote to raise the monthly assessment in excess of such 110% sum. This is in addition to assessments charged by the West Shores Lake and Homeowners Association, Inc. under the West Shores Covenants.

SECTION 10. Notice. Any notice required by this Declaration may be given by email, US mail, or hand delivery.

ARTICLE V IMPROVED LOT AND COMMON AREA MAINTENANCE

The Villas Association may maintain the lawns and provide snow removal for the Improved Lots located within The Villas at West Shores, which may include, but not be limited to, lawn mowing, fertilization, sprinkler turn on and off, sprinkler repair and maintenance at Owner's expense, trash removal and snow removal. The Villas Association shall also improve, maintain and repair any signage for The Villas at West Shores and any improvements which has been constructed or provided to the members of The Villas at West Shores.

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

- (a) Care and maintenance of lawns to include regular mowing and application of chemical herbicides and fertilizer as necessary. The Owner is responsible for the maintenance of the trees, shrubs and landscaping on the Owner's Improved Lot. The Owner is responsible for replacement of all dead landscaping improvements and if the Owner fails

to do so within a reasonable time, the Owner agrees to allow the Villas Association to replace such landscape improvements at the expense of the Owner at the time of the replacement and the Owner shall reimburse the Villas Association on demand.

- (b) Assistance for spring turn-on and fall turn-off of underground watering system, except it shall remain the Owner's sole responsibility to maintain and operate the underground watering system on Owner's Lot, including but not limited to turning off such system and clearing the pipes of such system during periods in which freezing temperatures may occur, and Owner shall remain liable for any damage caused to such system by a failure to maintain the same.
- (c) Providing trash pickup service for each Improved Lot no less often than weekly.
- (d) Providing snow removal for driveways, front sidewalks, front stoops and front steps for each Improved Lot for snows of at least two (2") inches.
- (e) Maintenance, repair, snow removal and reconstruction for the roadway, grounds, improvements, lawns, fencing, landscaping and utility improvements within the Common Area or right of way as agreed to be maintained by the Villas Association.
- (f) Additional landscaping improvements within the Common Area may be maintained by the Villas Association if agreed to in writing. An additional maintenance fee may be assessed for additional landscaping improvements, to be determined by Declarant.
- (g) Electrical service for operation of Common Area lighting and other exterior improvements. Any landscape lighting installed by a homeowner within

a Lot, will not be maintained by the Villas Association.

- (h) Providing such other services or maintenance as may be deemed appropriate by the Board or by a two-thirds (2/3) vote of the Villas Association.

SECTION 2. Special assessments may be assessed for, but are not limited to, the following:

- (a) The repair, reconstruction and construction of the improvements provided by the Declarant as part of the development and other improvements provided by the Villas Association.

ARTICLE VI RESTRICTIONS, EASEMENTS AND MISCELLANEOUS PROVISIONS

SECTION 1. Restrictions. Every Owner shall have the full right of ownership and enjoyment to his Lot and Improved Lot, subject to the restrictions set forth herein and in the West Shores Covenants, which West Shores Covenants is by this reference incorporated herein and to the extent not inconsistent with Article I of such West Shores Covenants, with the following additional restrictions:

- (a) Each Improved Lot shall contain an attached garage for a minimum of two cars and a sprinkler system.
- (b) All yards shall be sodded as soon as reasonably possible after the construction of the dwelling is completed; however, such sodding shall be completed in all events within one year from the date the foundation of the residence on the Lot is completed.
- (c) There shall be one company hired by the Declarant or the Villas Association to pick up the trash on a weekly basis within The Villas at West Shores, with such trash removal company to be paid from the maintenance assessments collected by the Villas Association.

**ARTICLE VII
ARCHITECTURAL CONTROL**

All of the provisions of the West Shores Covenants, including but not limited to, the provisions of Article I, are hereby incorporated herein by this reference the same as if each and every provision thereof were set forth in full herein, and as a result, plan approval for all improvements shall be as set forth in Article I of the West Shores Covenants.

**ARTICLE VIII
INSURANCE**

The Villas Association may purchase and provide insurance of the type(s) and in the amounts that the Board of Directors deem necessary.

**ARTICLE IX
ACCESS**

The Villas Association, its officers, employees and agents, and contractors and repairmen designated by the Villas 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 Villas Association hereunder, and the Villas Association is hereby granted a specific easement for such purposes.

**ARTICLE X
LAKE AND MARINA RIGHTS**

SECTION 1. Lake Rights. The Owner of an Improved Lot shall have the right to use the West Shores Lake. In order to use the lake, the Owner of an Improved Lot must comply with all of the rules and regulations of the West Shores Lake Association set forth in Article III of the West Shores Covenants and the Lake Rules and Regulations referred to in Article III of the West Shores Covenants.

SECTION 2. West Shores Marina. The Owner of an Improved Lot within the Villas at West Shores shall have the right to purchase one slip for a boat owned by the Owner of such Improved Lot within the West Shores Marina which is located within the south portion of Outlot B, West Shores Replat 4 (the "Marina"). At the closing of the purchase, a Bill of Sale for the boat slip shall be delivered to the Lot Owner (the "Slip Owner") which evidences ownership of the boat slip. The Villas Association shall operate and maintain the Marina. The Villas Association shall establish an annual assessment to be paid by the Slip Owner for the

operation and maintenance of the Marina. The annual assessment shall be due and payable on or before March 1 of each year for such year. The Villas Association shall establish the amount of the assessment based upon the estimated annual expenses to operate, repair and maintain the Marina which shall include, but not limited to, payment for electricity, maintenance of the docks and walkways, access points and other ordinary and necessary maintenance and operation costs for the operation of the Marina. In the event the Slip Owner fails to pay the annual assessment on or before its due date, then the Slip Owner shall not have the right to access and use such boat slip until the time that the assessments are paid in full. The ownership and possession of the boat slip is appurtenant to the Slip Owner's residential ownership of such Improved Lot within the Villas at West Shores. In the event the Slip Owner desires to utilize a lift with such slip, such lift must be approved by the Villas Association prior to its installation, be a floating lift, and be properly installed. The lift must be manufactured and installed by On the Water, the company who manufactured and installed the dock system, so that the lift is compatible with the dock system. In the event On the Water ceases to provide lifts which are compatible with the dock system, then the Association will provide the name of another manufacturer/installer of the lift to the Owner and the Owner must purchase the lift from such company who will also install such lift. Any awning must be of a type, design and tan in color and approved by the Villas Association prior to its installation. The Slip Owner shall maintain the slip, at all times, in a good condition so that the slip, lift and the awning, if any, and the boat are in good condition and repair and operational. The Slip Owner shall maintain, at their cost, general liability insurance covering the Boat Slip and Boat, naming the Declarant and The Villas Association as additional insureds, with limits of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 in aggregate for bodily injury or death and for property damage, and property insurance covering their Boat Slip and Boat, and provide a certificate of such insurance annually to The Villas Association and the Declarant prior to March 1 of each year. The Slip Owner shall use such lift for a boat registered to the slip and owned by the Slip Owner and for no other boat. The Slip Owner shall not have the right to assign, sublet or transfer the slip to any other person or entity except to another Owner of an Improved Lot within the Villas at West Shores and with the prior written consent of Villas Association, and the Slip Owner shall have the right to transfer the ownership rights to the slip to a subsequent owner of the Improved Lot. The new owner shall take title and possession of the slip subject to the terms and conditions of the Bill of Sale, the new owner paying and keeping current the Marina Association Dues and complying with all of the terms, conditions, rules and regulations of the Lake Association and the Villas Association as it pertains to the lake and marina.

ARTICLE XI GENERAL PROVISIONS

SECTION 1. Enforcement. The Villas Association, any Owner or the Declarant shall have the right to enforce, by any proceedings at law or in equity, all restrictions, conditions,

covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration and any provisions of the West Shores Covenants incorporated herein by this reference. Failure of the Villas Association, any Owner or the Declarant to enforce any covenant or restriction herein contained or contained in the West Shores Covenants 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 during the initial twenty (20) year term referred to in Article XI, Section 4, thereafter, by an instrument signed by the Owners of not less than ninety percent (90%) of the Lots then covered by this Declaration, and thereafter by an instrument signed by the Owners of not less than seventy-five percent (75%) of the Lots then covered by this Declaration. The Declarant shall have the right to amend this Declaration for any reason during the initial term of ten (10) years from the date this Declaration is recorded.

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.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, have executed this Declaration of Covenants, Conditions and Restrictions this 13 day of May, 2015.

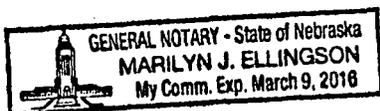
CENTURY DEVELOPMENT
COMPANY, L.L.C., a Nebraska limited
liability company, Declarant

By: F & J Enterprises, Inc., a Nebraska
corporation, its sole member

By: Frank R. Krejci
Frank R. Krejci, President

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 13 day of May, 2015, before me, the undersigned, a Notary Public in and for the State of Nebraska, personally appeared Frank R. Krejci, to me personally known, who being by me duly sworn, did say that he is the President of F & J Enterprises, Inc., a Nebraska corporation, which is the sole member of Century Development Company, L.L.C., a Nebraska limited liability company, executing the foregoing instrument, that the instrument was signed on behalf of the corporation as a member of and for Century Development Company, L.L.C., a Nebraska limited liability company by authority of the limited liability company, and its member and that he as the officer acknowledged execution of the instrument to be the voluntary act and deed of the Corporation and the limited liability company by it and by the officer voluntarily executed.



Marilyn J. Ellingson

Notary Public

CONSENTING LOT OWNER

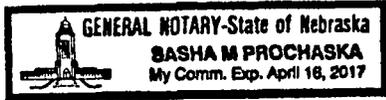
Melissa Belo Lewis, who is the Owner of Lot 247, West Shores, a subdivision in Douglas County, Nebraska, hereby consent to subjecting such Lot to the terms and conditions of the Declaration and the recording of this Declaration with the Register of Deeds, Douglas County, Nebraska, against such Lot.

Dated this 18 day of May, 2015.

Melissa Belo Lewis
Melissa Belo Lewis

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me by Melissa Belo Lewis on this 18 day of May, 2015.

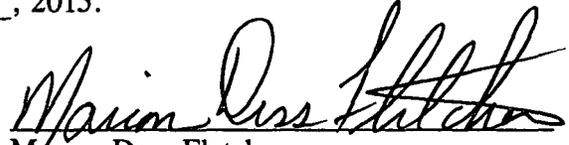


Sasha Prochaska
Notary Public

CONSENTING LOT OWNER

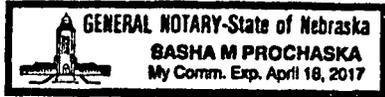
Marion Dess Fletcher, who is the Owner of Lot 248, West Shores, a subdivision in Douglas County, Nebraska, hereby consent to subjecting such Lot to the terms and conditions of the Declaration and the recording of this Declaration with the Register of Deeds, Douglas County, Nebraska, against such Lot.

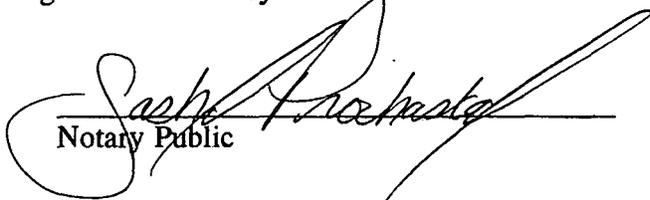
Dated this 20 day of May, 2015.


Marion Dess Fletcher

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me by Marion Dess Fletcher on this 20 day of May, 2015.




Notary Public

CONSENTING LOT OWNER

Scott Fagot and Shari Fagot, husband and wife, who are the Owners of Lot 250, West Shores, a subdivision in Douglas County, Nebraska, hereby consent to subjecting such Lot to the terms and conditions of the Declaration and the recording of this Declaration with the Register of Deeds, Douglas County, Nebraska, against such Lot.

Dated this 22nd day of May, 2015.

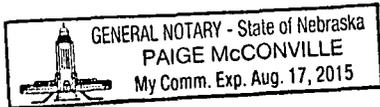
Scott Fagot
Scott Fagot

Shari Fagot
Shari Fagot

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me by Scott Fagot and Shari Fagot, husband and wife, on this 22nd day of May, 2015.

Paige McConville
Notary Public



CONSENTING LOT OWNERS

Russell H. Loewenstein and Roxanne O. Loewenstein, husband and wife, who are the Owners of Lot 251, West Shores, a subdivision in Douglas County, Nebraska, hereby consent to subjecting such Lot to the terms and conditions of the Declaration and the recording of this Declaration with the Register of Deeds, Douglas County, Nebraska, against such Lot.

Dated this 25 day of JUNE, 2015.

Russell H. Loewenstein
Russell H. Loewenstein

Roxanne O. Loewenstein
Roxanne O. Loewenstein

STATE OF NEBRASKA)
) ss.
COUNTY OF Douglas)

The foregoing instrument was acknowledged before me by Russell H. Loewenstein and Roxanne O. Loewenstein, husband and wife, on this 25 day of June, 2015.



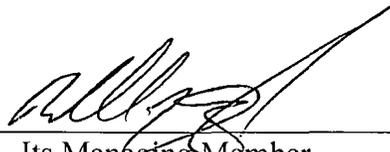
Barbara J. Russo
Notary Public

CONSENTING LOT OWNERS

Malibu Holdings, LLC, a Nebraska limited liability company, who is the Owner of Lot 254, West Shores, a subdivision in Douglas County, Nebraska, hereby consent to subjecting such Lot to the terms and conditions of the Declaration and the recording of this Declaration with the Register of Deeds, Douglas County, Nebraska, against such Lot.

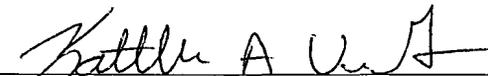
Dated this 11th day of June, 2015.

Malibu Holdings, LLC, a Nebraska limited liability company

By: 
Its Managing Member

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me by William Douglas the Managing Member of Malibu Holdings, LLC, a Nebraska limited liability on this 11th day of June, 2015.


Notary Public

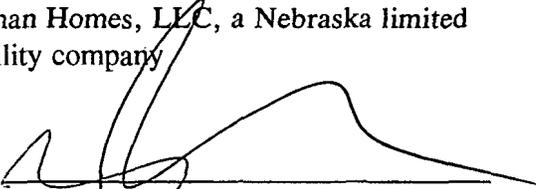


CONSENTING LOT OWNER

Nathan Homes, LLC, a Nebraska limited liability company, who is the Owner of Lot 255, West Shores, a subdivision in Douglas County, Nebraska, hereby consent to subjecting such Lot to the terms and conditions of the Declaration and the recording of this Declaration with the Register of Deeds, Douglas County, Nebraska, against such Lot.

Dated this 20 day of May, 2015.

Nathan Homes, LLC, a Nebraska limited liability company

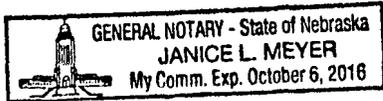
By: 

Its Managing Member
Nathan T. Bumgardner

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me by Nathan T. Bumgardner, the Managing Member of Nathan Homes, LLC, a Nebraska limited liability company on this 20 day of May, 2015.


Notary Public



CONSENTING LOT OWNERS

Dean A. List and Gail M. List, husband and wife, who are the Owners of Lot 270, West Shores, a subdivision in Douglas County, Nebraska, hereby consent to subjecting such Lot to the terms and conditions of the Declaration and the recording of this Declaration with the Register of Deeds, Douglas County, Nebraska, against such Lot.

Dated this 10 day of JUNE, 2015.



Dean A. List



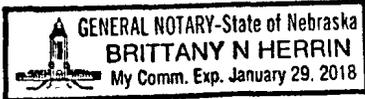
Gail M. List

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me by Dean A. List and Gail M. List husband and wife, on this 10 day of JUNE, 2015.



Notary Public



CONSENTING LOT OWNERS

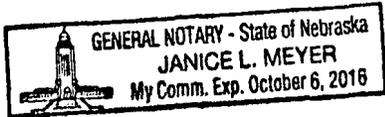
Kimberly A. Siaperas, who is the Owner of Lot 271, West Shores, a subdivision in Douglas County, Nebraska, hereby consent to subjecting such Lot to the terms and conditions of the Declaration and the recording of this Declaration with the Register of Deeds, Douglas County, Nebraska, against such Lot.

Dated this 8 day of June, 2015.

Kimberly A. Siaperas
Kimberly A. Siaperas

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me by Kimberly A. Siaperas on this 8th day of June, 2015.



Janice L. Meyer
Notary Public