

**AMENDED AND RESTATED**

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**  
**JOSLYN CASTLE TOWNHOMES**

The undersigned, being seventy-five percent (75%) or more of all of the owners of record of the properties described herein, (hereinafter, the "Declarants") declare as follows:

Effective as of October 1, 2009, the original Declaration of Covenants, Conditions and Restrictions dated February 16, 1983, appearing at Book 684, Pages 5 through 20 of the records of the Douglas County, Nebraska, Register of Deeds (hereinafter the "Original Covenants") are superseded and amended, restated and extended to additional properties as described herein, as follows:

This Amended and Restated Declaration of Covenants, Conditions and Restrictions apply to the Joslyn Castle Townhomes which consist of Lot One (1) through Lot Nine (9), inclusive, Joslyn Castle Townhomes, an Addition to the City of Omaha, being part of a replat of Lots Nineteen (19) and Twenty (20), Block Two (2), Kilby Place, an Addition to the City of Omaha, Douglas County, Nebraska (hereinafter called the "Properties" unless otherwise designated).

The Joslyn Castle Townhomes Association, which Articles of Incorporation were filed with the office of the Nebraska Secretary of State on July 28, 2009, (hereinafter, the "Association") shall be the successor to SOUTHWEST CORPORATION for the aforesaid original Covenants and for the purpose of managing the Joslyn Castle Townhomes and the common property thereof, as described in these Amended and Restated Declaration of Covenants, Conditions and Restrictions (hereinafter the "Amended Declaration").

Declarants declare that all of the Properties 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, the real property and be binding on all parties having any right, title or interest in the described Properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE I  
DEFINITIONS

Section 1. "Association" shall mean and refer to the JOSLYN CASTLE TOWNHOMES ASSOCIATION, a Nebraska nonprofit corporation, and shall include its successors and assigns.

Section 2. "Owner" shall mean and refer collectively to the record owner(s), whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to the Properties hereinbefore described, and to such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean and refer to all real property (including the improvements thereto) owned and held by the Association for the common use, benefit and enjoyment of the Owners. The Common Area owned by the Association as of June 30, 2009, is described as follows:

Lot Nine (9), Joslyn Castle Townhomes, an Addition to the City of Omaha, Douglas County, Nebraska, being part of a replat of Lots Nineteen (19) and Twenty (20), Block Two (2), Kilby Place, an Addition to the City of Omaha, Douglas County, Nebraska.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties, with the exception of the Common Area.

Section 6. "Declarants" shall mean:

Lot 1:	3815 Davenport Street, Omaha, NE 68131	Margaret A. Badura
Lot 2:	3817 Davenport Street, Omaha, NE 68131	Laurence F. Lesiak & Jacquelyn T. Lesiak
Lot 3:	3819 Davenport Street, Omaha, NE 68131	Laurence F. Lesiak & Eileen R. Lesiak
Lot 4:	3821 Davenport Street, Omaha, NE 68131	Sudershan L. Batheja & Sona L. Batheja
Lot 5:	141 North 38th Avenue, Omaha, NE 68131	Ashanti Zuri
Lot 6:	139 North 38th Avenue, Omaha, NE 68131	Dale W. Harkert
Lot 7:	137 North 38th Avenue, Omaha, NE 68131	Sudershan L. Batheja & Sona L. Batheja
Lot 8:	135 North 38th Avenue, Omaha, NE 68131	Linda Hughes
Lot 9:	143 North 38th Avenue, Omaha, NE 68131	Joslyn Castle Townhomes Association

Section 7. "Member" shall mean every member of the Association as described in its Articles of Incorporation.

Section 8. "Board of Directors" shall mean the Association's Board of Directors elected as set forth in the Association's By-Laws, as amended from time to time.

## ARTICLE II PROPERTY RIGHTS

Section 1. Owners' Easement of Enjoyment. Every Member shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (a) the right of the Association to suspend the voting rights and right to use of the Common Area by a Member for any period during which any assessment against Member's Lot remains unpaid; and, for a period not to exceed 60 days for any infraction of its published rules and regulations; and,
- (b) as provided in its Articles of Incorporation, the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility.

Section 2. Delegation of Use. Any Member may delegate, in accordance with rules established by the Association, Member's right of enjoyment to the Common Area to the members of Member's family, Member's tenants, or contract purchasers who reside on the Member's Lot.

### ARTICLE III OWNERSHIP AND VOTING RIGHTS

Section 1. Ownership Rights with Respect to these Amended Covenants. The Owner, collectively of every Lot comprising the Properties, with the exclusion of the Owner of any Lot comprising the Common Area, shall have a voting right as provided herein.

- (a) Such voting right shall be appurtenant to and may not be separated from fee-simple ownership of any Lot.
- (b) When more than one person holds an interest in any Lot, all such persons collectively comprise the Owner and their majority direction of; or, in such manner as they among themselves shall determine and communicate to the Association the vote with respect to the Lot shall control; provided, however, if such vote shall be a tie with respect to the vote with respect to its Lot, such Owner's vote shall neither be counted for or against the matter being voted upon and such Lot shall be disregarded for the purpose of determining whether the requisite percentage of votes have been cast in favor of the proposition as provided herein.
- (c) In no event shall there be more than one vote cast with respect to any Lot.

Section 2. Voting Rights. The right of an Owner to vote relates to Special Assessments pursuant to Section 5 of Article IV and amendments of this Amended Declaration as provided in Section 3 of Article XI.

### ARTICLE IV COVENANTS FOR ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation for Assessments. Declarants hereby covenant, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

- (a) Annual assessments or charges, if any;
- (b) Special assessments for capital improvements, if any, such assessments to be established and collected as hereinafter provided; and,

- (c) The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the Lot and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of each person who was the Owner of such Lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall both remain the joint and several obligation of the Owner and any successors in title whether or not expressly assumed by them; provided, however, personal liability shall not attach to a successor in title who acquires such title pursuant to mortgage or deed of trust foreclosure or any proceeding in lieu thereof or any purchaser from the mortgagee or trustee of deed of trust.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used for the following purposes:

- (a) To promote the recreation, health, safety, and welfare of the residents in the Properties;
- (b) For the improvement, maintenance and insurance of the Common Area, and such recreational facilities, if any, as may be located thereon;
- (c) For the maintenance of the Properties, the exterior of the dwelling units situated thereon or other structures used in connection therewith, as more particularly defined and limited in Section 3, below, of this Article IV;
- (d) For maintenance and repair, including snow removal, on all non-dedicated vehicular traffic ways and pedestrian walkways; and,
- (e) For purposes described in the Association's Articles of Incorporation.

Section 3. Exterior Maintenance.

- (a) In addition to maintenance upon the Common Area, and maintenance and operation of any recreational facilities located thereon, the Association shall provide exterior maintenance upon each Lot which is subject to assessment hereunder, as follows: paint, repair and care for roofs, gutters, downspouts and exterior building surfaces; maintain the underground lawn sprinkler system, trees, shrubs, grass, walks, and other exterior improvements. Such exterior maintenance shall not include decks, sun rooms, solar panels, glass or screen surfaces, windows, doors, patios, plazas, or garden areas within patio or plaza walls, or air conditioning compressors, or any damage covered by Section 3 of Article IX, all of which shall be the Owner's responsibility. In the event an Owner shall fail to perform his portion of the maintenance of the Lot and the improvements situated thereon in a manner satisfactory to its Board of Directors, the Association, after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said Lot and to repair, maintain, and re-store the Lot and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject.
- (b) The Association shall be responsible for the maintenance and repair of all master water, gas and sewer lines in non-dedicated vehicular traffic ways and all service lines for water, gas and sanitary sewer service to the dwelling units which normally devolves upon the Owners of the Lots under the rules and regulations of the Metropolitan Utilities District or otherwise.

- (c) In the event that the need for maintenance or repair is caused through the willful or negligent act of the Owner, Owner's family, or guests, or invitees, or Owner's tenants, the cost of such maintenance or repairs shall be added to and become a part of the assessment to which such Lot is subject.

Section 4. Annual Assessments.

- (a) Regular Annual Assessments. Before each fiscal year, the Board of Directors of the Association shall adopt and fix in reasonably itemized detail an annual Budget of the Working Fund for the then anticipated fiscal affairs and general operations of the Association for that year, and shall levy and collect monthly assessments from each Lot on the Properties which, considering the revenue derived from and other sources of income, if any, shall be sufficient to fund the budget for said fiscal year. The budget and assessments shall be approved and ratified by the Association's Directors at their annual meeting.
- (b) Payment of Annual Assessment. The annual assessment may be assessed in monthly installments. Owners have the option of paying their assessment monthly, bi-monthly, quarterly or annually. Whichever option is chosen, payment should be received by the first day of the month, two months, quarter, or year for which payment is made.

Section 5. Special Assessments for Capital Improvements, Extraordinary Repairs or Maintenance. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, special assessments applicable to one or more years for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area and/or the Lots, including fixtures and personal property related thereto; PROVIDED THAT any such assessment shall have the assent of three-fourths (3/4) of the votes of each of the Owners who vote in person or by proxy at a meeting duly called for this purpose.

Section 6. Notice and Quorum for Any Action Authorized Under Section 5. Written notice of any meeting called for the purpose of taking any action authorized under Section 5 shall be delivered either personally or by mail to all Owners not less than ten (10) days nor more than fifty (50) days in advance of the meeting. At the first such meeting called, the presence of at least five (5) of the eight Lot Owners or of Owner's proxies entitled to cast votes 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 the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. Such subsequent meeting shall be held within sixty (60) days following the preceding meeting.

Section 7. Annual Assessment Due Dates. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certification signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

Section 8. Effect of Nonpayment of Assessments - Remedies of the Association. Any assessment installment which is not paid when due shall be delinquent. If the assessment installment is not paid within thirty (30) days after the due date, the assessment installment shall bear interest from the due date at the rate of nine percent (9%) per annum. The Association may bring an action at law against any person personally obligated to pay the same, or foreclose the lien against the property in accordance with

law. In either a personal or foreclosure action, the Association shall be entitled to recover as a part of the action, the interest, costs and reasonable attorney's fees with respect to the action. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of Owner's Lot.

The mortgagee of a 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 to the mortgagee.

Section 9. Subordination of the Lien to Mortgages. The lien for the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage or deed of trust foreclosure, except as provided in Section 1(c) of Article IV, or any proceeding in lieu thereof, shall extinguish the lien of (not the personal liability for) such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments created herein: All Properties dedicated to and accepted by a local public authority, and any land the fee title to which or any interest in the fee is owned by the Association.

## ARTICLE V PARTY WALLS

Section 1. Party Wall Easements. Mutual reciprocal easements are hereby established, declared and granted for all party walls between improvements constructed or to be constructed on the Lots, which reciprocal easements shall be for mutual support and shall be governed by this Amended Declaration and more particularly the succeeding Sections of this Article. Every deed, whether or not expressly so stating, shall be deemed to convey and to be subject to such reciprocal easements.

Section 2. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the townhomes upon the Properties and placed on the dividing line between the Lots shall constitute a party wall; and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 3. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 4. Destruction by Fire or other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 5. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 6. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 7. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all arbitrators. No legal action with respect to a party wall dispute shall be commenced or maintained unless and until the provisions of the arbitrators have been met. The appointment of arbitrators hereunder shall be made within twenty (20) days after notice by one party to the other party and to the Association that a dispute exists.

## ARTICLE VI ARCHITECTURAL CONTROL

No building, fence, landscaping or other structure or improvement, including but not limited to, playground equipment, storage sheds, antennae, rock gardens, fountains, statues, trees, or shrubs, shall be commenced, or erected upon the Properties, nor shall any exterior painting, resurfacing, addition to or change or alteration therein, be made until the plans and specifications showing the nature, kind, shape, heights, materials, color of paint, and number and location of the same shall have been submitted to and approved in writing as to number of dwelling units, harmony of external design, color and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural control committee composed of three (3) or more persons appointed by the Board.

The Board, or its designated committee, shall have the right to disapprove any such plans or specifications or grading or landscaping plans which are not suitable or desirable in the Board's or committee's opinion, for aesthetic or other reasons, and in passing upon such plans, specifications, grading or landscaping plans, the Board or committee shall have the right to take into consideration the suitability of the proposed building or other structure and of the materials of which it is to be built, the color scheme, the site upon which it is proposed to erect the same, the harmony thereof with the surroundings, the topography of the land and the effect of the building or other structure or landscaping as planned on the outlook from the adjacent or neighboring property, and if it is in accordance with all of the provisions of this Declaration.

The Board or committee may disapprove if the plans and specifications submitted are incomplete, or in the event the Board or committee deems the plans, specifications or details or any part thereof to be contrary to the spirit or intent of these conditions and restrictions. The decisions of the Board or its said committee shall be final.

Neither the Declarants, officers or members of the Board of Directors of the Association, members of any architectural control committee of the Association, nor any architect or agent of any of them shall be responsible in any way for any defects in any plans or specifications submitted, revised or approved in accordance with the foregoing, nor for any structural or other defects in any work done according to such plans or specifications. No building or improvements of any kind constructed or placed upon any of said

Lots hereafter shall be moved without the prior written approval of the Board or its said committee. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. Neither the members of the Board or its said committee shall be entitled to any compensation for services performed pursuant to this covenant.

## ARTICLE VII USE RESTRICTIONS

- A. The use of the Common Area shall be subject to the restrictions set forth in Section 1 of Article II and to those restrictions hereinafter set forth.
- B. No use shall be made of the Common Area which will in any manner violate the statutes, rules or regulations of any governmental authority having jurisdiction over the Common Area.
- C. No Owner shall place any new structure whatsoever upon the Common Area, except and unless Owner shall have first obtained a permanent easement therefore from the Association, nor shall any Owner engage in any activity which will temporarily or permanently deny free access to any part of the Common Area to all Members, except in accordance with and pursuant to the terms, conditions and purposes of said permanent easement.
- D. The use of the Common Area shall be subject to such rules and regulations as may be adopted from time-to-time by the Board of Directors of the Association.
- E. The Properties are hereby restricted to residential dwellings for residential use and structures and uses related to the convenience and enjoyment of such residential use, including but not limited to, park and recreational facilities, such as tennis courts and swimming pools. At no time shall any residential unit located on the Properties be occupied and used by more than three persons, unless such persons are limited as to numbers and otherwise meet the definition of a "Family" as set forth in Section 55-19 "F" of the Omaha Municipal Code of the City of Omaha, Nebraska.
- F. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any Lot, except that dogs, cats, or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose. Household pets within the Properties and Common Area will be subject to regulation, restriction, exclusion and special assessment as may be determined by the Association from time-to-time. Included within such regulations, but not by way of limitation thereof, shall be a prohibition against dogs, cats, and other household animals being allowed to run at large within the Properties and Common Area, and a requirement that the same at all times be on a leash or under immediate control of their owner. It shall be the duty of the Association to keep the common property free from litter and feces caused by and left by pets. The owners of any pets known to be at large shall be properly assessed by the Association for the cleanup expenses incurred.
- G. No stable or other shelter for any animal, livestock, fowl or poultry shall be erected, placed or permitted to remain on any Lot or the Common Area.



- H. No advertising signs (except one not more than six (6) square feet "For Rent" or "For Sale" or a sign endorsing or opposing a political candidate or proposition per Lot), billboards, unsightly objects or nuisances shall be erected, placed or permitted to remain on the premises, nor shall the premises be used in any way for any purpose which may endanger the health or unreasonably disturb the Owner of any Lot or any resident thereof. Further, no business activities of any kind whatever shall be conducted in any building or in any portion of the Property. Provided further, however, the foregoing covenants shall not apply to the Association, its successors and assigns, in furtherance of its powers and purposes as hereinafter set forth.
- I. The Association, or its duly delegated representative, shall maintain and otherwise manage all property up to the exterior building lines and patio enclosures, including, but not limited to the landscaping, parking areas, non-dedicated traffic ways, pedestrian walkways, stoops (and railings thereon), outside steps, roofs, common elements and exteriors of the buildings located upon the above-described Properties, except doors (including garage doors), windows, decks (and deck railings) and patios of buildings on Owners' Lots.
- J. No exterior television or radio antennae or satellite dish of any sort shall be placed, allowed or maintained upon any portion of the improvements located upon the Properties, nor upon any structure situated upon said real property, except as may be approved, in writing, by the Board of Directors of the Association.
- K. Automobile parking will be subject to regulation and restriction by the Association.
- L. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the Owners or neighborhood.
- M. No repair of automobiles will be permitted outside of garages on any Lot at any time. No vehicle larger than a 3/4-ton pickup may be parked continuously on any Lot or street for a period in excess of three (3) hours. No inoperative vehicle may be visibly stored, parked or abandoned on the Properties or in the neighborhood of the Properties. No unused building material, junk or rubbish shall be left exposed on any Lot except during actual building or repair operations.
- N. No boat, camping trailer, snowmobile, motorcycle, auto-drawn trailer of any kind, mobile home, truck above 3/4-ton pickup, grading or excavating equipment or other heavy machinery or equipment, vehicle undergoing repair, van or aircraft shall be stored outside any Owner's garage or in any manner left exposed on any Lot at any time.
- O. No incinerator or trash burner shall be permitted on any Lot. No garbage or trash can or container or fuel tank shall be permitted to remain outside of any dwelling. No garden, lawn or maintenance equipment of any kind whatsoever shall be stored or permitted to remain outside of any dwelling except when in actual use. No garage door shall be permitted to remain open except when entry to and exit from the garage are required. No clothes line shall be permitted outside of any dwelling at any time except one umbrella-type clothes line.
- P. A dwelling on which construction has begun must be completed within one (1) year from the date the foundation was dug for said dwelling.

ARTICLE VIII  
EASEMENTS AND LICENSES

- A. The Association and its agents, contractors and designees shall have an easement and license to go upon any Lot and to enter into or upon any dwelling or structure located on any Lot at all times necessary in order to accomplish changes, replacements or repairs to plumbing, sewers, gas lines, water lines, telephone lines, electrical lines, meters, vents and other appliances or utilities in order to maintain service to or prevent injury or damage to any persons or dwellings or property located within the Properties or the Common Area above described, and in order to perform all of the exterior maintenance and repair work hereinabove specified in Section 3 of Article IV.
- B. Every Owner shall have a license and right, as a pedestrian only, for ingress and egress purposes to go on, upon, across, or over any Lot within the Properties, except and excluding all such portions of said Lots upon which buildings of any type have been constructed or upon which any type of landscaping improvements other than sodding have been installed; said license and right, for ingress and egress purposes, shall include, however, all outside stairways constructed upon any Lot for the sole purpose of providing ingress and egress to and from a dwelling unit located upon an abutting Lot.
- C. There shall exist over, under, upon and across the Common Area easements for all utility services, including but not limited to, water, sewer, gas, electricity, telephone and television cable as the same may be originally installed or relocated. An easement for utility purposes as set forth above with respect to the Common Area shall also exist over, under and across each Lot for the utilities to such extent, if any, as same may be installed.
- D. An easement shall exist over and across any Lot by reason of the encroachment of any improvements thereon which have been constructed upon an adjacent Lot, including the Common Area, whether as originally constructed or rebuilt following any destruction or before the effective date of this Amended Declaration.

ARTICLE IX  
COVENANTS FOR INSURANCE AND EXTERIOR LIGHTS

The present and future Owners of each Lot hereby covenant and agree as follows:

Section 1. Coverage. The Association is herewith authorized, pursuant to its appointment in Article X hereof as attorney-in-fact, to obtain and maintain to the extent reasonably obtainable, the following insurance coverage on the Properties: Fire insurance with extended coverage, vandalism and malicious mischief endorsements, insuring the buildings on the Properties in an amount equal to the full replacement value, without deduction for depreciation, and with a reasonable deductible per loss as determined by the Board of Directors, and which shall contain a standard non-contributory mortgage clause in favor of each mortgagee of the Properties which shall provide that the loss, if any, hereunder shall be payable to such mortgagee as its interest may appear; public liability insurance in such limits as the Association may from time-to-time determine, covering the Association, each member of the Board, officers of the Board, any managing agent, agents and employees of the Association and each Lot Owner;

and such additional coverage as the Association may from time-to-time determine is appropriate. Such public liability coverage shall also cover cross liability claims of one insured against the other and shall contain waivers of subrogation.

Duplicate originals of all policies of physical damage insurance and of all renewals thereof, together with proof of payment of premiums, shall, upon request, be delivered to all mortgagees of Lots at least ten (10) days prior to expiration of the then current policies.

The Association shall determine, at least annually, the replacement value of the buildings on the Lots and, in so doing, may employ such experts as the Association may deem necessary.

The premiums for said insurance for the Properties shall be added to and be collected monthly in the same manner as provided in Article IV, above, for the collection of the regular annual assessments.

Section 2. Provisions. All policies of physical damage insurance shall contain waiver of subrogation and waivers of any defense based on co-insurance or of invalidity arising from any acts of the insured and shall provide that such policies may not be cancelled or substantially modified without at least thirty (30) day's prior written notice to all of the insureds, including mortgagees.

Section 3. Insurance by Lot Owners. Lot owners shall not be prohibited from carrying other insurance for their own benefit provided that all such policies shall contain waivers of subrogation.

Insurance coverage on furnishings and other items of personal or other property belonging to a Lot Owner and public liability coverage within the dwelling unit located on each Lot shall be the sole and direct responsibility of such Lot Owner, and the Association shall have no responsibility therefore.

Section 4. Utilities and other Expenses. Each Lot may be assessed for a prorated share of the cost of electricity for operation of the security lighting system in the Common Area and water for maintenance of lawn and landscaping; and to pay for a proportionate share of all expenses incurred by the Association in connection with the improvement, operation and maintenance of the Properties.

## ARTICLE X ASSOCIATION AS ATTORNEY-IN-FACT

These Covenants hereby make mandatory and irrevocable the appointment of the Association as attorney-in-fact to obtain and maintain to the extent reasonably obtainable all of the insurance coverages described in Sections 1 and 2 of Article IX, and to do all things reasonably necessary and appropriate therefore, including the collection of the premiums and the purchase of such insurance in a company or companies authorized to do business in the State of Nebraska.

Title to all Lots is declared and expressly made subject to the terms and conditions hereof, and acceptance by any grantee of a deed, mortgage or other instrument of conveyance from the Declarants, or from any successor owner or grantor, shall constitute and appoint the Association his true and lawful attorney-in-fact in his name, place and stead for the purposes of this Article X.

As attorney-in-fact, the officers of the Association, or its other duly authorized agents, shall have full and complete authorization, right and power to make, execute and deliver any application, document or other instrument with respect to the interest of a Lot Owner, which is necessary and appropriate to exercise the powers granted in this Amended Declaration.

ARTICLE XI  
GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Amended Declaration. Failure by the Association 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.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall not affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Amended Declaration shall run with and bind the land. This Amended Declaration may be amended by affirmative vote of not less than seventy-five percent (75%) of the Owners determined pursuant to Section 1 of Article III. Any amendment must be in writing, recite the manner of compliance with Section 1 of Article III and be signed by each Owner or Owner's authorized representative voting in the affirmative, and recorded.

IN WITNESS WHEREOF, the undersigned, being the Declarants herein, have hereunto set their hands on the dates shown below.

Lot 1: 3815 Davenport Street, Omaha, NE 68131

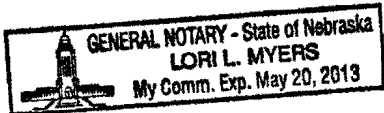
Margaret A. Badura

Margaret A. Badura, dated: May 3, 2010.

STATE OF NEBRASKA )  
                                              ) SS.  
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me on May 3, 2010 by Margaret A. Badura.

Lori L. Myers  
Notary Public



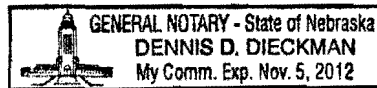
Lot 2: 3817 Davenport Street, Omaha, NE 68131

Laurence F. Lesiak &  
Jacquelyn T. Lesiak

Laurence F. Lesiak dated: 2/16/10, 2010.

Jacquelyn Lesiak , dated: 2/16/10 , 2010.

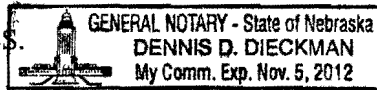
STATE OF NEBRASKA )  
) SS.  
COUNTY OF DOUGLAS)



The foregoing instrument was acknowledged before me on 2-16, 2010 by Laurence F. Lesiak.

Notary Public

STATE OF NEBRASKA )  
) SS.  
COUNTY OF DOUGLAS)



The foregoing instrument was acknowledged before me on 2-16, 2010 by Jacquelyn T. Lesiak.

Notary Public

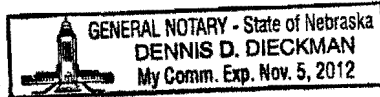
Lot 3: 3819 Davenport Street, Omaha, NE 68131

Laurence F. Lesiak &  
Eileen R. Lesiak

Laurence F. Lesiak dated: 2/16/10, 2010.

Eileen R. Lesiak, dated: 2/16/10, 2010.

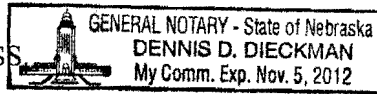
STATE OF NEBRASKA )  
) SS.  
COUNTY OF DOUGLAS)



The foregoing instrument was acknowledged before me on 2-16, 2010 by  
Laurence F. Lesiak.

[Signature]  
Notary Public

STATE OF NEBRASKA )  
) SS.  
COUNTY OF DOUGLAS)



The foregoing instrument was acknowledged before me on 2-16, 2010 by Eileen  
R. Lesiak.

[Signature]  
Notary Public

Lot 4: 3821 Davenport Street, Omaha, NE 68131

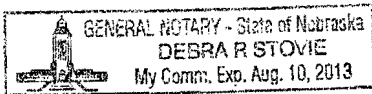
Sudershan L. Batheja &  
Sona L. Batheja

Sudershan L. Batheja dated: 3-17- , 2010.

Sona L. Batheja , dated: 3-17- , 2010.

STATE OF NEBRASKA )  
 ) SS.  
COUNTY OF DOUGLAS)

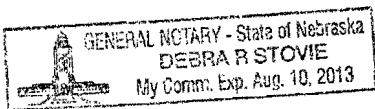
The foregoing instrument was acknowledged before me on March 17, 2010 by Sudershan L. Batheja.



Debra R Stovie  
Notary Public

STATE OF NEBRASKA )  
 ) SS.  
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me on March 17 , 2010 by Sona L. Batheja.



Debra R Stovie  
Notary Public

Lot 5: 141 North 38th Avenue, Omaha, NE 68131

Ashanti Zuri &  
Malik Husain

Ashanti S. Zuri, dated: 5-May 02 2010.

Malik A. Husain, dated: May 2 2010.

STATE OF NEBRASKA )  
) SS.  
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me on May 2, 2010 by Ashanti Zuri and Malik Husain.



Margaret A. Badura  
Notary Public

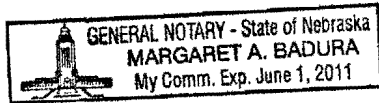
Lot 6: 139 North 38th Avenue, Omaha, NE 68131

Dale W. Harkert

Dale W. Harkert, dated: 5/1 \_\_\_\_\_, 2010.

STATE OF NEBRASKA )  
) SS.  
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me on May 2, 2010 by Dale W. Harkert.



Margaret A. Badura  
Notary Public



Lot 7: 137 North 38th Avenue, Omaha, NE 68131

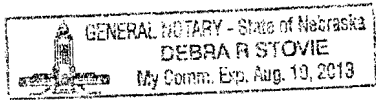
Sudershan L. Batheja &  
Sona L. Batheja

Sudershan L. Batheja, dated: 3-17- \_\_\_\_\_, 2010.

Sona L. Batheja, dated: 3-17- \_\_\_\_\_, 2010.

STATE OF NEBRASKA )  
                                      ) SS.  
COUNTY OF DOUGLAS)

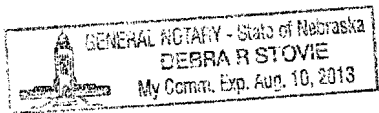
The foregoing instrument was acknowledged before me on March 17, 2010 by Sudershan L. Batheja.



Debra R Stovie  
Notary Public

STATE OF NEBRASKA )  
                                      ) SS.  
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me on March 17, 2010 by Sona L. Batheja.



Debra R Stovie  
Notary Public

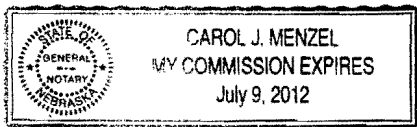
Lot 8: 135 North 38th Avenue, Omaha, NE 68131

Linda Hughes

[Signature], dated: March 15, 2010.

STATE OF NEBRASKA )  
 ) SS.  
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me on March 15, 2010 by Linda Hughes.



Carol J. Menzel  
Notary Public

Lot 9: 143 North 38th Avenue, Omaha, NE 68131

Joslyn Castle Townhomes Association

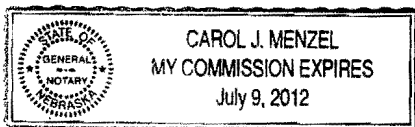
By: Linda Hughes

Its: President

[Signature], dated: March 15, 2010.

STATE OF NEBRASKA )  
 ) SS.  
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me on March 15, 2010 by Linda Hughes, President of Joslyn Castle Townhomes Association, on behalf of the corporation.



Carol J. Menzel  
Notary Public