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**DECLARATION OF COVENANTS,  
 CONDITIONS, EASEMENTS AND RESTRICTIONS FOR  
 ANCHOR POINTE VILLAS**

THIS DECLARATION is made on this 17 day of December 2019, by Anchor Pointe Development, LLC, a Nebraska limited liability company, hereinafter referred to as the "Declarant."

WITNESSETH:

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

Lots 1 thru 40, inclusive, and Outlots "A" and "D", Anchor Pointe Villas, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska;

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

WHEREAS, by virtue of the recording of this Declaration, the foregoing described property shall be held, used, occupied, sold, transferred, conveyed and mortgaged or otherwise encumbered subject to the provisions of this Declaration, and every grantee of any interest in any lot, by acceptance of a deed or other conveyance of such interest shall be signed by such person and whether or not such person shall otherwise consent in writing, shall own and take subject to the provision of this Declaration and shall be deemed to have consented to the terms hereof;

WHEREAS, the provisions of this Declaration are for the purpose of protecting the value and desirability of the foregoing described property, and all of the provisions shall be and are covenants to run with the foregoing described real property and shall be binding on the present owners and any successors and assigns and all subsequent owners of the foregoing described

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**DECLARATION OF COVENANTS,  
CONDITIONS, EASEMENTS AND RESTRICTIONS FOR  
ANCHOR POINTE VILLAS**

THIS DECLARATION is made on this 12 day of December 2019, by Anchor Pointe Development, LLC, a Nebraska limited liability company, hereinafter referred to as the "Declarant."

WITNESSETH:

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

Lots 1 thru 40, inclusive, and Outlots "A" and "D", Anchor Pointe Villas, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska;

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

WHEREAS, by virtue of the recording of this Declaration, the foregoing described property shall be held, used, occupied, sold, transferred, conveyed and mortgaged or otherwise encumbered subject to the provisions of this Declaration, and every grantee of any interest in any lot, by acceptance of a deed or other conveyance of such interest shall be signed by such person and whether or not such person shall otherwise consent in writing, shall own and take subject to the provision of this Declaration and shall be deemed to have consented to the terms hereof;

WHEREAS, the provisions of this Declaration are for the purpose of protecting the value and desirability of the foregoing described property, and all of the provisions shall be and are covenants to run with the foregoing described real property and shall be binding on the present owners and any successors and assigns and all subsequent owners of the foregoing described

APV

(11)

property, together with their grantees, successors, heirs, legal representatives, devisees and assigns, and shall inure to the benefit of each owner thereof.

NOW, THEREFORE, in furtherance thereof, the Declarant hereby adopts, declares, and provides as follows:

## ARTICLE I DEFINITIONS

Section 1. "Association" shall mean and refer to the Anchor Pointe Villas 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 that 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 1 thru 40, inclusive, and Outlots "A" and "D", Anchor Pointe Villas, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska,

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

Section 4. "Lot" or "Lots" shall mean and refer to:

Lots 1 thru 40, inclusive, Anchor Pointe Villas, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska.

Section 5. "Improved Lot" shall mean and refer to any Lot included within the Properties upon which shall be erected a dwelling the construction of which shall be at least 80% completed according to the plans and specifications for construction of said dwelling.

Section 6. "Assessable Lot" shall mean and refer to any Improved Lot which the Board of Directors of the Association determines is entitled to the benefits for which assessments are levied by the Association as provided in this instrument.

Section 7. "Declarant" shall mean and refer to all persons and entities signing this instrument, their successors and assigns.

Section 8. "Common Area" or "Common Areas" shall mean and refer to the private roadways abutting the Lots, and Outlots A thru D of Anchor Pointe Villas, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska, as shown on Exhibit A.

Section 9. "Common Area Improvements" shall mean and refer to any improvements, including but not limited to signs, paving curbs, landscaping, lighting standards, roadways, common storm drains and other service facilities, located from time to time on the Common Area.

## **ARTICLE II PROPERTY RIGHTS**

The 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 sixty (60) days for any infraction by any such Owner, or members of such Owner's family, or guests, tenants or invitees of such Owner, of the published rules and regulations of the Association.

## **ARTICLE III MEMBERSHIP AND VOTING RIGHTS**

Section 1. Every Owner of a Lot which is subject to assessment shall be a member of the Association. Each Lot Owner is empowered to enforce the covenants. Membership shall be appurtenant to and shall not be separated from the ownership of any Lot which is subject to any assessment.

Section 2. In order to ensure that a quorum is present for all meetings of the members, and to allow for orderly management of the Association's affairs, it shall be the duty of each member to attend such meeting or execute and deliver to the Association a continuing proxy prepared by the Association. This continuing proxy shall operate in lieu of the actual attendance at the meeting by the specific member and shall be void if the member personally attends that meeting to exercise the member's right to vote. A Lot Owner may provide a superseding proxy to be voted by his duly authorized attorney in fact for one specific meeting only. The Proxy shall be subject to the terms of the Nebraska Nonprofit Corporation Act concerning revocability and life span of the proxy. Failure to attend personally or by proxy is a violation of this covenant.

The continuing proxy shall be voted by the President of the Association in his or her discretion at any meeting. It is noted that Nebraska law requires that members holding ten (10%) percent of the votes entitled to be cast represented in person or by proxy shall constitute a quorum. The continuing proxy shall provide on its face that it is valid on a continuous basis for an indefinite period of time until revoked in writing by the specific Lot Owner. All proxies shall be in writing and filed with the Secretary of the Association. Each proxy shall be freely revocable and shall automatically cease

when the member giving such proxy shall cease to be an Owner of a Lot or at such earlier time as shall be specified in the proxy or by operation of law.

Section 3. The 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 the Owners of all Lots other than that Lots owned by Declarant or Lots which are subject to a mortgage or deed of trust in favor of 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: Class B Members shall be the Owners of all Lots owned by Declarant or Lots which are subject to a mortgage or deed of trust in favor of Declarant. Each Class B Member shall be entitled to four votes for each Lot owned. The Class B membership shall cease (with each former Class B Member then entitled to one vote for each Lot owned) 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, 2030.

#### **ARTICLE IV. COVENANT FOR MAINTENANCE ASSESSMENTS**

Section 1. The assessments levied by the Association shall be used exclusively for the operation, repair, replacement, reconstruction, improvement, maintenance and insurance of the Common Area and Common Area Improvements, and the exterior portions of the Improved Lots (expressly excluding any dwelling that may be located on a Improved Lot, and any landscaping areas on a Improved Lot), and including but not limited to any grassed lawns, driveways, sidewalk areas on a Improved Lot (collectively, the "Open Lot Areas"). The Declarant, for each Assessable Lot owned, and each Owner of any Assessable 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, hereby covenant and agree, and shall be deemed to covenant and agree, to pay to the Association: (1) Special assessments for capital improvements to the Common Area and Common Area Improvements, and Open Lot Areas, (2) Annual assessments for the maintenance, repair, operation and replacement of the Common Area and Common Area Improvements, and Open Lot Areas, as such assessments shall be established and collected as hereinafter provided. The special assessments, annual assessments, together with interest, costs

and reasonable attorneys' fees, shall be a charge against the Lots and shall be a continuing lien upon each Lot that such an assessment shall be made. Each such assessment, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person, persons, or entity who, or which, was the Owner of the property 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.

Section 2. The initial annual assessment shall be One Thousand Six Hundred Twenty Dollars (\$1,620.00), or One Hundred Thirty-Five Dollars (\$135.00) per month. Immediately following the initial annual assessment, the maximum annual assessment may not be increased by more than One Hundred (100%) Percent, unless consented to by seventy-five (75%) percent of the votes of each class of membership, who shall vote in person or by proxy at a meeting duly called for such purpose. The assessment set forth in this Section 2 of Article IV shall be in addition to all other assessments as set forth in the Declaration of Covenants, Conditions, Restrictions and Easements of Anchor Pointe, a Subdivision in Douglas County, Nebraska, as recorded in the office of the Douglas County Register of Deeds as Instrument No. 2016076277, as amended by that certain First Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Anchor Pointe, a Subdivision in Douglas County, Nebraska, as recorded in the office of the Douglas County Register of Deeds as Instrument No. 2019032459.

Section 3. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only 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; provided that any such special assessment shall have the consent of seventy-five (75%) percent 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 4. Written notice of a meeting called for the purpose of taking any action authorized under Sections 1, 2, or 3 of this Article IV shall be sent to all members of the Association not less than ten (10) days nor more than sixty (60) 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 (60%) percent 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 sixty (60) days following the preceding meeting.

Section 5. The annual assessments shall be paid pro-rata by the Owners of all Assessable Lots based upon the total number of Assessable Lots; provided, however, the Board of Directors of the Association may equitably adjust such prorations if it determines that certain Assessable 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 annual assessments may be collected on a monthly or other periodic basis by the Association. The Board of Directors of the Association shall fix the amount of the annual or other periodic assessments against each Assessable Lot within thirty (30) days in advance of each annual assessment period. Written notice of the assessment shall be sent to every Lot Owner subject thereto. The dates payments are due shall be established

by the Board of Directors. The special assessments for capital improvements shall only be assessed against the Assessable Lots for which the costs of such construction, reconstruction, repair or replacement of any capital improvements occurs. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association, setting forth whether or not all assessments on a specified Assessable Lot have been paid. A properly executed certificate of the Association as to the status of assessments, on a particular Assessable Lot shall be binding upon the Association as of the date of its issue by the Association.

Section 6. Any assessment dues not paid within thirty (30) days after the due date shall be deemed delinquent and shall bear interest at the maximum legal interest rate allowable by law in the State of Nebraska. Should any assessment or dues remain unpaid more than sixty (60) days after the due date, the Association may declare the entire unpaid portion of said assessment or dues for said year to be immediately due and payable and thereafter delinquent. The Association may bring an action at law against the Owner personally obligated to pay the same or may foreclose the lien of such assessment or dues 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 or dues provided herein by abandonment or title transfer of such Owner's Lot.

Section 7. The lien on the assessments or dues 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 Association. Sale or transfer of any Lot shall not affect the status or priority of the lien for assessments or dues made as provided herein. The Association, if authorized by its Board of Directors, may release the lien of any delinquent assessments or dues 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 Association. No mortgagee shall be required to collect any assessments or dues due. The Association shall have the sole responsibility to collect all assessments or dues due.

#### ARTICLE V MAINTENANCE OF COMMON AREA IMPROVEMENTS & OPEN LOT AREAS

The Association may from time to time repair, maintain, and operate the Common Area Improvements and Open Lot Areas, which such maintenance and repair may include, but not be limited to, the following:

- (a) Maintaining the surface of the roadways on the Common Area in a level, smooth, and evenly covered condition;
- (b) Snow removal as to be determined by the guidelines set forth by the Board of Directors of the Association;

- (c) Maintenance and mowing of all Common Areas and Open Lot Areas, expressly excluding any landscaping areas on an Improved Lot, which shall be the responsibility of the Owner.
- (c) Placing, keeping in repair, and replacing any necessary or appropriate directional signs, markings and lines;
- (d) Repairing and replacing when necessary such artificial lighting facilities;
- (e) Maintaining and repairing any and all utility lines, sewers and other service facilities within the Common Area and the Open Lot Areas;
- (f) Payment of all electrical, water, and other utility charges or fees for services furnished to the Common Area;
- (g) Payment of all real property taxes and other special taxes and assessments assessed against the Common Area or the Common Area Improvements;
- (h) Payment of all premiums for general public liability insurance insuring against claims for personal injury, death or property damage occurring in, upon or about the Common Area and Common Area Improvements.

As provided in this Article, the Board of Directors of the Association may levy and assess common area maintenance assessments against each Assessable Lot for the costs and expenses of the repair, maintenance and operations of the Common Area Improvements.

## ARTICLE VI ARCHITECTURAL CONTROL

The following Section 1 of this Article shall apply to the initial site development, construction, and completion of the dwellings. Following completion of the dwellings and the sale thereof to the first owners other than the builder, Declarant, or developer, Section 1 of this Article shall terminate, and Section 2 shall become operative.

Section 1. No building, fence, wall, or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition or change or alteration therein be made, nor shall any trees, shrubs, or plants be planted or maintained upon the Properties, until the plans and specifications therefor showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to and approved in writing, as to harmony of external design and location in relation to surrounding structures and topography, and in relation to other trees, shrubs and plants, by the Declarant. Failure of the Declarant to act on such plans as submitted within sixty (60) days after the date of submission shall be deemed to be approval of such plans, and the Owner may proceed in accordance with such plans and specifications.

Section 2. No building, fence, wall, or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition or change or alteration therein be



made, nor shall any trees, shrubs, or plants be planted or maintained upon the Properties, until the plans and specifications therefor showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to and approved in writing, as to harmony of external design and location in relation to surrounding structures and topography, and in relation to other trees, shrubs and plants, by the Association. Failure of the Association to act on such plans as submitted within sixty (60) days after the date of submission shall be deemed to be approval of such plans, and the Owner may proceed in accordance with such plans and specifications.

**ARTICLE VII**  
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**ARTICLE VIII**  
**GENERAL RESTRICTION AND OTHER PROVISIONS**

Section 1. Every Owner shall have full rights of ownership and full use and enjoyment of his Lot, subject to the following restrictions:

(a) Other than as carried on by the Declarant or his assigns, agents or successors, in respect to the sale, marketing, construction and improvement of the Lots or any other commercial activity on the Properties, no business, trade, occupation or profession of any kind shall be conducted, maintained or permitted on any part of the Properties, or, without the prior written authorization of the Association, shall any "For Sale" or "For Rent" signs be displayed by any Person, firm or corporation, bank, savings and loan association, lending institution, or insurance company who as holder of a deed of trust against any Lot acquired ownership thereof through foreclosure (or by deed in lieu of foreclosure), or the agent of any of them. Nothing in this Article VIII is intended to restrict the right of any Lot Owner to rent or lease the Owner's Lot from time to time or to engage any Person, firm or corporation, to rent or lease said Lot and provide maid and janitorial services therefor, nor shall any provision hereof be deemed to prohibit an Owner from keeping his or her personal business or professional records or accounts therein, or handling his or her personal business calls or correspondence therefrom, but all the express restrictions herein contained about use of displays and signs shall nonetheless be and remain in full force and effect and prohibit such activity concerning any rental or lease or attempts to rent or lease. In accordance with the foregoing, the Lots shall be and are restricted exclusively to residential use and no trade or business of any kind other than as set forth hereinabove may be conducted in or from a Lot.

(b) No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any part of the Properties, other than non-exotic household pets. All pets shall be leashed when outside of the residential structure and patio area. No such pet shall be kept, bred, or maintained for any commercial purposes. The Board of Directors of the Association shall make reasonable rules and regulations for the accommodation of pets.

(c) No fences or enclosures of any type or nature whatsoever shall ever be constructed, erected, placed or maintained on any Lot within the Properties, unless such fences or enclosures shall have first been authorized in writing by the Association.

(d) No vehicle repairs, other than emergency repairs or repairs of a minimal nature needed to be performed to move a vehicle off the properties shall be allowed on the Properties. The Association is expressly authorized to tow away, at an offending owner's expense, any vehicle referred to in this Section which is in violation hereof or in violation of the rules and regulations governing parking as may be adopted by the Board of Directors. No boats, boat, trailers, campers, canoes, recreational vehicles, vehicles used primarily for recreational purposes, vehicles primarily used for commercial purposes, or vehicles with commercial writings on their exterior shall be stored, allowed to remain, or parked in the subdivision, except in an area, if any, designated by the Board of Directors or except as otherwise permitted by the Association's Board of Directors or Declarant.

(e) Except as placed or erected by Declarant or his assigns, agents or successors, no sign, billboards, unsightly objects, or nuisances shall be erected, place, or permitted to remain on the Properties subject to this Declaration, nor shall such Properties be used in any way or for any purpose which may endanger the health or unreasonably disturb the Owner of any Lot thereof.

(f) No offensive or unsightly appearance shall be maintained or allowed to exist upon the Properties, nor shall any trash, ashes or other refuse be thrown, placed, or dumped upon any Lot, nor shall anything ever be done which may be or become an annoyance or nuisance to the neighborhood. The Association shall have the right to require all owners to place trash and garbage in containers located in areas designated by the Association. No incinerators shall be kept or maintained on any Lot. All rubbish, trash, and garbage shall be regularly removed from the premises and shall not be allowed to accumulate thereon.

(g) No machinery or equipment of any kind shall be placed, operated or maintained upon the Properties, except such machinery or equipment as is usual and customary in connection with the Declarant's sales, marketing, maintenance or construction of buildings, improvements or structures which are within the permitted uses of such Property, and except that which Declarant or the Association may require or permit for the operation and maintenance of the Common Area.

(h) Outside clothes lines or other outside facilities for drying or airing clothes shall not be erected, placed or maintained on any of the Lots.

(i) No improper, offensive, or unlawful use shall be made on any part of the Properties. All valid laws, zoning ordinances, and regulations of all government bodies having jurisdiction over the subdivision shall be observed. Any violation

of such laws, zoning ordinances or regulations shall be a violation of this Declaration.

In addition to the restrictions above, the Association shall have the right to make and to enforce reasonable rules and regulations governing the use of the Common Area and Common Area Improvements.

#### **ARTICLE IX INSURANCE**

The Association shall purchase and provide general liability coverage insurance in such amounts as shall be determined from time to time by the Board of Directors of the Association for the Common Area and Common Area Improvements. The Association may provide Directors and Officers liability coverage insurance for the Association, for its Officers, and members of the Board of Directors. In addition, the Association may purchase such additional insurance against other hazards which may be deemed appropriate by the Board of Directors.

#### **ARTICLE X ACCESS**

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

#### **ARTICLE XI EASEMENTS**

Section 1. There hereby is reserved in favor of the Owners, their families, guests, invitees and servants, a non-exclusive easement to use, free of charge, in common with others entitled to similar use, any and all of the Common Area Improvements existing from time to time on the Properties, including but not limited to roadways, entrances, and exits and other service facilities located in, upon or under the Common Area, subject to such reasonable and uniformly applied rules and regulations as the Board of Directors of the Association may establish from time to time with respect to such use.

Section 2. There hereby is reserved in favor of and granted to the Owners non-exclusive easements under, through and across the Common Area for sewers, electricity, television, water, telephone and all other utility purposes, including the right to use of any such existing systems, structures, mains, sewers, conduits, lines, and other public utilities and service facilities. The grantee of such easement shall bear all costs related to the use of the easement and shall repair to the original specifications any damage to the Common Area resulting from such use, provided the costs of maintaining and repairing common storm drains, utility lines, sewers and other service facilities are expenses in accordance with Article V.

Section 3. Each Owner of an Improved Lot shall, at its expense, construct, repair and maintain a sidewalk on such Lot adjacent to the Common Area if such sidewalk is required under

the laws, ordinances or regulations of any governmental agency having jurisdiction over the Properties. If an Owner fails to construct, repair, or maintain a required sidewalk, the Association may, but shall not be required to, provide for such construction, repair, or maintenance, and the cost to the Association for such construction, repair, or maintenance shall be specially assessed against such Lot the same as special assessments for capital improvements as provided in Article IV herein. There hereby is reserved in favor of the Owners and their tenants, agents, and invitees, and the agents and invitees of such tenants, a non-exclusive easement to use, free of charge, in common with others entitled to similar use, any and all of the sidewalks existing from time to time within ten (10) feet of the Common Area. There hereby is further reserved in favor of the Association, its agents and contractors, the right to enter upon each Lot from time to time for the purpose of construction, repairing and maintaining the sidewalks in the event the Owner fails to provide for such construction, repair, or maintenance as provided in this Section 3.

Section 4. Each Lot Owner hereby grants to each and every other adjacent Lot Owner a mutual benefit drainage easement over each other's Lot and each Owner agrees that no Owner of a Lot shall construct any improvement, ditch, dam or other thing or device which affects or alters the natural flow of surface waters from, upon, or across any Lot, or which affects or alters the flow of any waters in any natural or artificial stream, wash, or drainage channel from, upon, or across any Lot, without the express written approval of the Association. In no event shall any Owner of a Lot divert, alter or diffuse surface waters across another Lot Owner's Lot in a negligent manner.

Section 5. Declarant hereby reserves for its own use and benefit, and for the use and benefit of each Owner, a perpetual non-exclusive easement on, over, through, under and across a five-foot-wide strip of land abutting all front, side and rear boundary lines of all Lots within the Subdivision for the location, installation and maintenance of utilities and regrading, if necessary, to properly diffuse surface water between any Lot or Lots as may be requested and/or required by Declarant. The Declarant shall have the right at all reasonable times to enter upon the land covered by said easements and to install, maintain, repair, replace and service any such utilities; provided, however, that any such utilities shall be constructed or installed, at Declarant's expense, in a good and workmanlike manner and free of liens to substantially the same condition as existed prior to such entry. For the purpose hereof, "utilities" or "utility" shall include electricity, gas mains and lines, water distribution lines, storm water sewers, sanitary sewers, cable television lines and cables, telephone cables and lines, and other similar or related facilities commonly regarded as utilities. No conveyance by Declarant of any Lot, or any interest therein, shall be deemed to be or construed as a conveyance or release of the easements herein reserved. Notwithstanding the foregoing, Declarant reserves the right unto itself, by express language to such effect from time to time in any deed or other recorded instrument, to release any Lot or portions thereof from any of the above reserved easements. No utility easement shall unreasonably interfere with the use of any Lot; (ii) no permanent building, structures, trees or other improvements shall be placed over or encroach upon such installations; (iii) the relocation of such installations shall be allowed where the work will be at the requesting Owner's sole cost and expense, and utility services are not interrupted, and no relocation affecting any Lot or utility services thereto shall be performed without the consent of the Owner of such affected Lot; (iv) once commenced, any construction shall be diligently prosecuted to completion to minimize any interference with the Lot and the use thereof; (v) except in an emergency, the right of entry upon a Lot or to prosecute work, if the same

interferes with utility or other easements, shall be conducted in a manner to minimize interference with the use of such Lot; (vi) no monetary obligation shall be imposed upon the other Owner, and the Declarant shall, with due diligence, repair at its sole cost any damage caused by such work and restore the affected portion of the Lot; and (vii) the Declarant shall pay all costs associated therewith and shall indemnify the other Owners from all damages attributable to such work.

**ARTICLE XII**  
**ANCHOR POINTE VILLAS HOMEOWNERS ASSOCIATION INC.**  
**MEMBERSHIP, VOTING AND ASSESSMENT**

Section 1. Anchor Pointe, a Subdivision in Douglas County, Nebraska, of which Anchor Pointe Villas are a part, has nonetheless created a homeowner's association known as Anchor Pointe Homeowners Association, Inc. (hereinafter "APHOA"). The provisions providing for the creation of Anchor Pointe Homeowners Association, Inc., a statement of its purpose, powers and responsibility, and its authority to assess, levy and collect dues and assessments from the owners of the property held within Anchor Pointe Villas are set forth herein, as further contained within The Declaration of Covenants, Conditions, Restrictions and Easements of Anchor Pointe, a Subdivision in Douglas County, Nebraska, as recorded in the office of the Douglas County Register of Deeds as Instrument No. 2016076277.

Section 2. That by reason of express language within the Covenants of Anchor Pointe, it is provided that an owner of each subdivision Lot within Anchor Pointe shall be a Member of the Anchor Pointe Homeowners Association. By reason of each Villa Lot, in Anchor Pointe Villas, nonetheless being a subdivision lot as described and set forth within those Covenants of Anchor Pointe, each of Villas Lots shall be a voting member of the Anchor Pointe Homeowners Association, Inc.

Section 3. That each owner of Villas Lot within Anchor Pointe Villas, understands and acknowledges by his/her/its purchase of a Villa Lot, that the Anchor Pointe Homeowners Association shall have the authority to assess, levy and charge the owner of each subdivision lot (expressly including each Villa Lot), under the various provisions of the Covenants for Anchor Pointe, previously identified in the Declaration of Covenants, Conditions, Restrictions and Easements of Anchor Pointe, a Subdivision in Douglas County, Nebraska. Each owner of a Villa Lot within Anchor Pointe acknowledges by purchase of a Villa Lot, agrees that the assessment and collect of dues or assessments by the Anchor Pointe Homeowners Association shall be in addition to, yet separate from, those dues or assessments made and collected by the Association.

Section 4. That as further identification and clarification of the content, purpose and applicability of those provisions relative to the Anchor Pointe Homeowners Association, which hereby shall bind and affect each Villa Lot within Anchor Pointe, and thereby each owner of a Villa Lot, attached to this Declaration of Covenants, Conditions, Restrictions and Easements of Anchor Pointe Villas, within Anchor Pointe, a Subdivision in Douglas County, Nebraska, shall be attached in Exhibit "A", which Exhibit "A" is an exact copy Homeowners Association provision, as contained within the document filed of record Declaration of Covenants, Conditions, Restrictions and Easements of Anchor Pointe, a Subdivision in Douglas County, Nebraska.

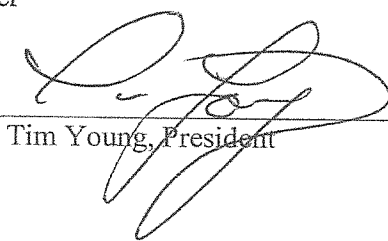
IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has executed these Declarations of Covenants, Conditions and Restrictions on the day and year first written above.

**DECLARANT:**

**ANCHOR POINTE DEVELOPMENT, LLC**, a  
Nebraska limited liability company,

By Boyer Young Development Company, a  
Nebraska corporation, its Administrative  
Member

By:



Tim Young, President

STATE OF NEBRASKA    )  
  )ss.  
COUNTY OF DOUGLAS    )

Before me, a notary public, in and for said county and state, personally came Tim W. Young, President of Boyer Young Development Company, a Nebraska corporation, the Administrative Member of Anchor Pointe Development, LLC, a Nebraska limited liability company, known to me to be the identical person who executed the above instrument and acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of said limited liability company.

Witness my hand and Notarial Seal this 12 day of December, 2019.

State of Nebraska - General Notary  
HEATHER DEMBINSKI  
My Commission Expires  
August 15, 2022

  
Notary Public

**CONSENT TO AND RATIFICATION  
OF THE DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS AND EASEMENTS OF ANCHOR POINTE VILLAS**

The undersigned, Stephen J. Royer and Jerri Royer, husband and wife (collectively the "Owner"), hereby consents to the above and foregoing Declaration of Covenants, Conditions, Restrictions and Easements for Anchor Pointe Villas ("Declaration"); agrees that the real property described as Lot 4, Anchor Pointe Villas, a Subdivision as surveyed, platted and recorded in Douglas County, Nebraska (the "Lot"), shall be owned, held, transferred, sold, leased, conveyed, developed, used, occupied, operated, improved, mortgaged or otherwise encumbered subject to the provisions of this Declaration; Owner agrees that this Declaration and all of its provisions shall be and are covenants running with the Lot and shall be binding on the undersigned, its successors and assigns; and the undersigned hereby ratifies and approves of the recordation of this Declaration in the Office of the Douglas County Register of Deeds against the real property legally described hereinabove.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed this 31 day of October, 2019.

OWNER:

STEPHEN J. ROYER

Stephen J. Royer

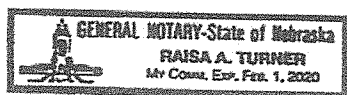
JERRI ROYER

Jerri Royer

STATE OF NEBRASKA    )  
  ) ss.  
COUNTY OF Douglas )

Before me, a notary public, in and for said county and state, personally came Stephen J. Royer and Jerri Royer, husband and wife, known to me to be the identical persons who executed the above instrument and acknowledged the execution thereof to be his and her voluntary act and deed.

Witness my hand and Notarial Seal this 31<sup>st</sup> day of October, 2019.



Raissa A. Turner  
Notary Public

**CONSENT TO AND RATIFICATION  
OF THE DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS AND EASEMENTS OF ANCHOR POINTE VILLAS**

The undersigned, Anthony M. Venditte and Camela G. Venditte, husband and wife (collectively the "Owner"), hereby consents to the above and foregoing Declaration of Covenants, Conditions, Restrictions and Easements for Anchor Pointe Villas ("Declaration"); agrees that the real property described as Lot 10, Anchor Pointe Villas, a Subdivision as surveyed, platted and recorded in Douglas County, Nebraska (the "Lot"), shall be owned, held, transferred, sold, leased, conveyed, developed, used, occupied, operated, improved, mortgaged or otherwise encumbered subject to the provisions of this Declaration; Owner agrees that this Declaration and all of its provisions shall be and are covenants running with the Lot and shall be binding on the undersigned, its successors and assigns; and the undersigned hereby ratifies and approves of the recordation of this Declaration in the Office of the Douglas County Register of Deeds against the real property legally described hereinabove.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed this 23 day of December, 2019.

OWNER:

ANTHONY M. VENDITTE

M. V.

CAMELA G. VENDITTE

Camela G. Venditte

STATE OF NEBRASKA    )  
  ) ss.  
COUNTY OF Douglas    )

Before me, a notary public, in and for said county and state, personally came Anthony M. Venditte and Camela G. Venditte, husband and wife, known to me to be the identical persons who executed the above instrument and acknowledged the execution thereof to be his and her voluntary act and deed.

Witness my hand and Notarial Seal this 23 day of December, 2019.

State of Nebraska - General Notary  
HEATHER DEMBINSKI  
My Commission Expires  
August 15, 2022

Heather Dembinski  
Notary Public