



Return After Filing To: Clay M. Rogers, 3555 Farnam Street, Ste 1000, Omaha, Nebraska 68131

**DECLARATION OF RESTRICTIONS AND COVENANTS
OF
SIX CORNERS HOMEOWNERS ASSOCIATION, INC.**

This Declaration of Restrictions and Covenants (this "Agreement") of Six Corners Homeowners Association, Inc. (the "Association"), a nonprofit corporation organized pursuant to the Nebraska Nonprofit Business Corporation Act (the "Act"), is entered into by the undersigned members of the Company (the "Members") and shall be effective as of June 21, 2023.

1. Preamble

Whereas the owners of the lots comprising the subdivision known as Six Corners Subdivision (the "Subdivision") informally adopted certain "Restrictions and Covenants" for the mutual benefit of the owners of the lots; and

Whereas the informally adopted "Restrictions and Covenants" imposed certain restrictions and conditions upon the development and use of the lots comprising the Subdivision; and

Whereas the owners of the lots in the Subdivision desire to collectively adopt and formalize a Declaration of Restrictions and Covenants (the "Declaration") for the mutual benefit of the owners of the lots for the purpose of continuing to maintain the character, integrity and value of the owners of the lots in the Subdivision, legally described as follows:

Lots 1, 2, 3, 4, 5, 6 and Outlot A, Six Corners, an Addition to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska

Whereas on or about June 21, 2023, Six Corners Homeowners Association, Inc. (the "Association") was formed as a non-profit corporation in the State of Nebraska for the purpose of and without limitation, maintaining the character, integrity and value of the Subdivision, according to the bylaws of the Association, in accordance with and pursuant to the terms and conditions of the Declaration; and

NOW THEREFORE, for good and valuable consideration, the receipt of and sufficiency of which is hereby acknowledged, the undersigned, which represents not less than one hundred percent (100%) of the owners of the lots of the Subdivision do adopt the following Restrictions and Covenants as follows:

2. Restrictions and Covenants.

a. Definitions. This Agreement shall be subject to the following defined terms. Any term not specifically defined under this section shall assume its common usage.

- i. "Resident" means any person occupying the premises for a period longer than two weeks during any three consecutive months.
- ii. "Guest" means any person occupying the premises for a period of less than two weeks during any three consecutive months.
- iii. "Visitor" means any person on the premises for a period less than six hours.
- iv. "Improvement" means any external modification to a building on the premises made above or below ground.
- v. "Outlot A" means the private roadway and cul de sac (i.e., Clifton Court), and the boundary lot along the east side of the same.
- vi. "Boundary Fence" means the fence bordering [legal description of lot the fence being described here borders.
- vii. "Motor Vehicle" means a self-propelled machine that is designed or adapted primarily for the transportation of people or goods on roads.
- viii. "Resident Motor Vehicle" means a Motor Vehicle owned and operated, or otherwise possessed, by a Resident.
- ix. "Non-Resident Motor Vehicle" means a Motor Vehicle owned and operated, or otherwise possessed by a person who is not a Resident.
- x. "Common Wall" means the wall that semi-attaches each adjacent unit within the same dwelling.

b. General. All Residents will be subject to the restrictions and covenants enacted by the Association, whether established in this Agreement or through other legal and approved means.

c. Use and Purpose. Each lot and dwelling located within the premises shall be used exclusively for single-family residential purposes. No business activity, retail store, or other business enterprise that requires visits by customers or clients of any kind whatsoever shall be conducted, nor shall the premises be used in any way for any purpose, including storage or collection of materials on the exterior of the residence which may endanger the health or unreasonably disturb the owner or owners of any lot or Resident.

d. Improvements and Maintenance. Any Improvement shall require written approval from the Association prior to commencement. Further:

- i. No advertising, billboards, unsightly objects, or nuisances shall be erected, placed, or permitted to remain on the complex, except one sign per lot advertising that lot as "For Sale."
- ii. When repair or replacement of a road, driveway, or sidewalk is necessary, the repair or replacement shall be of concrete.
- iii. No exterior shelter or structure, including but not limited to dog houses, kennels, playhouses, storage, or tool sheds, shall be erected upon or used on any lot at any time, either temporarily or permanently without prior written approval of the Association.
- iv. The Association shall provide for the maintenance, repair, updating, and replacing of the existing perimeter Boundary Fence. No other fence shall be erected or installed temporarily or permanently on any lot, with the exception of safety fencing required during periods of construction or repair.
- v. The Association shall provide certain community maintenance services such as standard mowing, trimming, weeding, and chemical application for all community lawn space and snow removal for all streets, sidewalks, driveways, and front porch areas. However, snow removal services will not be provided unless there are at least two (2) inches of snowfall.
- vi. In the event community property to be maintained by the Association experiences significant damage or produces unexpected and significant costs, the Association shall have the authority to charge and receive payment from the Members in an amount equal to the cost of the maintenance.

e. Motor Vehicles. Residents shall be limited to a total of two motor vehicles per household. Residents may submit to the Association a written request for one additional motor vehicle per household. Further:

- i. Resident Motor Vehicles may only be parked in the Resident's garage or driveway. Curbside parking is reserved for Guests and Visitors.
- ii. One Guest vehicle may be parked on the premises for up to two weeks. All other vehicles on the premises for over three consecutive days will be subject to owner verification and possible removal.
- iii. Motor Vehicles shall not be stored on or otherwise occupy any lot or nonpaved surface on the premises.
- iv. All Motor Vehicles parked on the premises must be currently registered, licensed, insured, and capable of being driven or otherwise moved in case of an emergency.

- v. Any repair or work done on a Resident Motor Vehicle outside a Resident's garage shall not exceed twelve hours per month. Repair or work done on a Non-Resident Motor Vehicle outside a Resident's garage shall not be permitted.
- vi. Any sale of a Motor Vehicle occurring on the premises must be approved by the Association prior to commencement.

f. Common Walls. Residents are not allowed to alter, damage, or do anything to the Common Wall which would result in the impairment of its usefulness as it now exists without written approval from the Association. In the event it becomes necessary to repair or rebuild part or all of the wall, each Resident shall have the right to participate equally in the process. If repairs are needed the costs shall be shared by both Residents, unless the damage or destruction is limited to a single side of the wall or is the result of negligence or fault of one Resident, or their lessee, Guest, or Visitor, then that Resident shall bear the complete responsibility of paying for repairs and restoration of the Common Wall to its original condition.

g. Building Exterior. Residents shall not alter the exterior of any building on the premises in any material respect, including but not limited to paint color, roof color or style, gutters, lighting, house numbers, mailboxes, awnings, and doors, without first obtaining written consent from the Association. Adjacent units shall maintain a consistent appearance in all material respects. Further:

- i. No garbage or trash container shall be permitted outside any building except for a reasonable amount of time before and after regularly scheduled garbage pickups.
- ii. Gardens, including both flowers and vegetables, shall be limited to container grown vegetation unless approved by the Association. Existing planting beds may not be modified by a Resident without the approval of the Association.

h. Tenant Residents. All tenants listed on a lease or rental application are required to read and sign this Agreement prior to occupancy. Residents may not waive or modify the terms of this agreement for their tenant(s). Residents requiring tenants to meet additional terms (ie: no pets etc.) not covered in this agreement must file these terms with the Association prior to occupancy. These terms will be outside the oversight of the Association unless the Resident is absent and requests the HOA serve as their agent.

i. Proof of Insurance. Each Member shall provide to the Association annually proof that his or her real property situated within the Association is insured.

j. Compliance. Any and all violations of this Agreement will be mediated and resolved by a majority of the members of the Association. Tenants may be included as members only if they are named in writing as a proxy of the homeowner and are not directly involved in the violation or complaint. Any actionable findings of the Association's inquiry are final and binding and will be subject to penalties, including but not limited to fines, probation, and possible eviction of Residents.

k. Amendments. This Agreement may be amended by written instrument signed by the Residents of at least two-thirds (4 of 6) of the lots on the premises.

IN WITNESS WHEREOF, the Members have executed this Agreement as of the date first set forth above.

Rodney Hieronymus
Rodney Hieronymus

3610 Clifton Court

Lot 1, Six Corners, an Addition to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska

STATE OF NEBRASKA)
) SS.
COUNTY OF Douglas)

The foregoing instrument was acknowledged before me this 30th day of January, 2024, by Rodney Hieronymus.

Carmen Gaytan
Notary Public



Rodney Hieronymus
Rodney Hieronymus

Outlot A

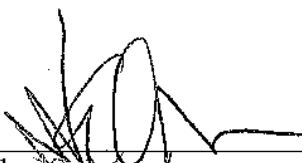
Outlot A, Six Corners, an Addition to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska

STATE OF NEBRASKA)
) SS.
COUNTY OF Douglas)

The foregoing instrument was acknowledged before me this 30th day of January, 2024, by Rodney Hieronymus.

Carmen Gaytan
Notary Public






Nathan Carlson

3614 Clifton Court

Lot 2, Six Corners, an Addition to the City
of Omaha, as surveyed, platted and
recorded in Douglas County, Nebraska

STATE OF NEBRASKA)
) SS.
COUNTY OF Douglas)

The foregoing instrument was acknowledged before me this 8th day of
February, 2024, by Nathan Carlson.



Notary Public



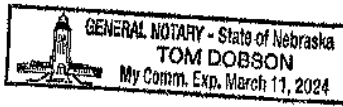
Laura V. Cruz
Laura V. Cruz

3611 Clifton Court

Lot 3, Six Corners, an Addition to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska

STATE OF NEBRASKA)
COUNTY OF Douglas) SS.

The foregoing instrument was acknowledged before me this 3 day of February, 2024, by Laura V. Cruz.



[Signature]
Notary Public

Katie E. Hupp
Katie E. Hupp

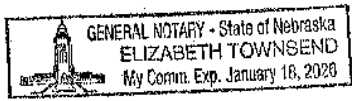
3615 Clifton Court

Lot 4; Six Corners, an Addition to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska

STATE OF NEBRASKA)
) SS.
COUNTY OF Douglas)

The foregoing instrument was acknowledged before me this 30th day of Jan, 2024, by Katie E. Hupp.

Elizabeth Townsend
Notary Public



John P. McCardle, Jr. 3619 Clifton Court

Lot 5, Six Corners, an Addition to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska

STATE OF NEBRASKA)
COUNTY OF Sally) SS.

The foregoing instrument was acknowledged before me this 2nd day of February, 2024, by John P. McCardle, Jr.

[Signature]
Notary Public



Alex J. Drvol
Alexander J. Drvol

3623 Clifton Court

Lot 6, Six Corners, an Addition to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska

STATE OF NEBRASKA)
COUNTY OF SARPY) SS.

The foregoing instrument was acknowledged before me this 2nd day of February, 2024, by Alexander J. Drvol.

[Signature]
Notary Public

