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DON CLARK
REGISTER OF DEEDS
SAUNDERS CO. NEBR.

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BOOK 336 PAGE 923 /
OF 62 INST# 306 /

Don Clark

**DECLARATION
OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
OF ESTATES PROVENCE, LOTS 27-45,
A SUBDIVISION IN SAUNDERS COUNTY, NEBRASKA**

THIS DECLARATION, made on the date hereinafter set forth, is made by Lloyd H. Boone and Judy L. Boone, hereinafter referred to as the "Declarants."

PRELIMINARY STATEMENT

The Declarants are the owners of certain real property located within Saunders County, Nebraska and described as follows:

Lots 27 through 45, Estates Provence, a subdivision in
Saunders County, Nebraska. / Phase II

This property has been platted into Estates Provence, a subdivision, and a copy of said Plat showing Lots 27-45, Estates Provence, a subdivision, is attached hereto as Exhibit "A" and incorporated herein by reference. Said Lots 27-45, Estates Provence, a subdivision, are herein referred to collectively as "Estates Provence," or the "Lots," and referred to individually as each "Lot."

For purposes of this Declaration the term "owner" of a Lot means and refers to the record owner whether one or more persons or entities, of fee simple title to a Lot, but excluding, however, those parties having any interest in any of such Lots merely as security for the performance of an obligation (such as a contract seller, the trustee or beneficiary of a deed of trust or a mortgage). The purchaser of a Lot under a land contract or similar instrument shall be considered to be the "owner" of the Lot for purposes of this Declaration.

The Declarants desire to provide for the preservation of the values and amenities of Estates Provence, for the maintenance of the character and residential entity of Estates Provence, and for the acquisition, construction and maintenance of Common Facilities for the use and enjoyment of the residents of Estates Provence.

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

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

ARTICLE I

RESTRICTIONS AND COVENANTS

1. Each Lot shall be used exclusively for single-family residential purposes, except for such Lots or parts thereof as may hereafter be conveyed or dedicated by Declarants, or their successors or assigns, for use in connection with a Common Facility, or as a church, school, park or for other non-profit use.

2. No residence, building, fence, wall, driveway, patio, patio enclosure, swimming pool, basketball backboard, dog house, tree house, pool house, antenna, satellite receiving station or "disc," flag pole, solar heating or cooling device, tool shed, wind mill or other external improvement, above or below the ground (herein all referred to as any "Improvement") shall be constructed, erected, placed or permitted to remain on any Lot, nor shall any grading or excavation for any Improvement be commenced, except for Improvements, which have been approved by Declarants as follows:
 - A. An owner desiring to erect an Improvement shall deliver two sets for construction plans, landscaping plans and plot plans (herein collectively referred to as the "plans") to Declarants at the Declarants' address provided below. Such plans shall include a description of the type, quality, color and use of materials proposed for the exterior of such Improvement. Concurrently with submission of the plans, the owner shall notify the Declarants of the owner's mailing address.

 - B. Declarants shall review such plans in relation to the type and exterior of Improvements constructed, or approved for construction, on neighboring Lots and in the surrounding area, and any general scheme or plans formulated by Declarants. In this regard, Declarants intend that the Lots shall be developed as a residential community with homes constructed of high quality materials. The decision to approve or refuse approval of a proposed Improvement shall be exercised by Declarants to promote development of the Lots and to protect the values, character and residential quality of all Lots. IF Declarants determine that the proposed Improvements will not protect and enhance the integrity and character of all the Lots and neighboring Lots as a quality residential community, Declarants may refuse approval of a proposed Improvement.

 - C. Written notice of approval or disapproval of a proposed Improvement shall be mailed to the owner at the address specified by the owner when the plans were submitted. Such notice shall be mailed within thirty (30) days after the date of submission of the plans. If notice of approval or disapproval is not mailed within such period, the proposed Improvement shall be deemed approved by the Declarants.

- D. No Lot owner, or combination of Lot owners, or other person or persons, shall have any right to challenge any action by Declarants, or to control, direct or influence the acts of the Declarants with respect to any proposed Improvements. No responsibility, liability or obligation shall be assumed or imposed upon Declarants by virtue of the authority granted to Declarants in this Article, or as a result of any act or failure to act by Declarants with respect to any proposed Improvement.
- E. The minimum front, side and rear yard at back requirements of the Saunders County "RE" (Residential Estates) zoning district, as now enacted, shall govern the Estates Provence Subdivision. Any waiver or change of such restrictions by Saunders County shall not be effective to alter this Covenant unless the Declarants likewise consent in writing to such waiver or change.
3. No single-family residence shall be created, altered, placed or permitted to remain on any Lot other than one detached single-family dwelling, which does not exceed two and one-half stories in height.
4. All foundations shall be constructed of concrete, concrete blocks, brick or stone. The exposed foundation walls of the front of the residential structure must be constructed of or faced with brick, stone or other material approved by Declarants. The remainder of the front of the area of the residential structure shall contain not less than 50% brick, stone or other material approved by the Declarants. All driveways must be constructed of at least a five-inch layer of asphalt, concrete brick, paving stone or laid stone. Fireplace chimneys shall be covered with brick or other material approved, in writing, by Declarants. Unless other roofing materials are specifically approved by Declarants, the roofs of all Improvements shall be covered with wood shingles, clay tile or slate.
5. No advertising signs, billboards, unsightly objects or nuisances shall be placed or permitted to remain on any Lot except one sign per Lot consisting of not more than six (6) square feet advertising a Lot as "For Sale." No business activities of any kind whatsoever shall be conducted on any lot; nor shall the premises be used in any way for any purpose which may endanger the health of, or unreasonably disturb, the owner or owners of any Lot. Provided, however, the foregoing paragraph shall not apply to the Declarants' business activities, signs and billboards or to the construction and maintenance of buildings, if any, by Declarants, their agents or assigns, during the sale of the Lots.
6. No radio antenna greater than seven feet high or satellite disk in excess of eighteen (18) inches in diameter shall be permitted on any Lot. An acceptable antenna or disk must be installed in an area where same will not disturb the owner or owners of any Lot or resident thereof.
7. No repair of any boats, automobiles, motorcycles, trucks, campers or similar vehicles extending over a continuous time period in excess of forty-eight (48) hours shall be permitted on any Lot at any time; nor shall vehicles offensive to the neighborhood be visibly stored, parked or abandoned on any Lot. No unused building material, junk or rubbish shall be left exposed on the Lot except during actual building operations, and then only in as neat and inconspicuous a manner as possible.

8. No boat, camper, trailer, auto-drawn or mounted trailer of any kind, mobile home, truck, aircraft, camper truck or similar chattel shall be maintained or stored on any part of a Lot (other than in an enclosed structure) for more than twenty (20) days within any calendar year. No motor vehicle may be parked or stored outside on any Lot, except vehicles driven on a regular basis by the occupants of the dwelling located on such Lot. No grading or excavating equipment, tractors or semi-trailers shall be stored, parked, kept or maintained in any yards, driveways or streets. However, this paragraph shall not apply to trucks, tractors or commercial vehicles which are necessary for the construction of residential dwellings during the period of construction. All residential Lots shall provide at least the minimum number of off-street parking areas or spaces for private passenger vehicles, as required by the applicable zoning ordinances of Saunders County, Nebraska.
9. No incinerator or trash burner shall be permitted on any Lot. No garbage or trash can or container or fuel tank shall be permitted on any Lot unless completely screened from view, except for pick-up purposes. No garden, lawn or maintenance equipment of any kind whatsoever shall be stored or permitted to remain outside of any dwelling or suitable storage facility, except when in actual use. No garbage, refuse, rubbish or cuttings shall be deposited on any street, road or Lot.
10. No noxious or offensive activity shall occur on any Lot, nor shall any trash, ashes or other refuse be burned, thrown, placed or dumped on any vacant building site, Lot or any Common Area, nor shall anything ever be done which may be or become an annoyance or nuisance to the neighborhood. No firearms or guns of any type or nature whatsoever shall be fired or discharged upon, over or across any land in Estates Provence. All rubbish, trash and garbage shall be promptly removed from any Lot and shall not be burned in any open fire, incinerator or otherwise on any Lot.
11. Exterior lighting installed on any Lot shall either be indirect or of such a controlled focus and intensity as not to disturb the residents of adjacent Lots.
12. No fence shall be permitted to extend beyond the front line of a main residential structure. Fences shall be composed only of wood or wrought iron, unless otherwise approved by Declarants. No fence shall be of the chain link or wire types. No fences or walls shall exceed a height of six (6) feet. No board on board fences (solid fencing) shall be allowed on any Lot.
13. No swimming pool may extend more than one (1) foot above ground level.
14. Construction of any Improvement shall be completed within one (1) year from the date of commencement of excavation or construction of the Improvement. No excavation dirt shall be spread across any Lot in such fashion as to materially change the grade or contour of any Lot. Placement of sod or the establishment of seeded yards and the planting of trees shall be completed within fourteen (14) months after the date of commencement of excavation or construction of the Improvement.

15. In addition to a single-family residence, outbuilding(s) and not more than two (2) dog houses (each providing shelter for not more than one (1) dog) may be constructed and maintained on each Lot: provided that the construction plans, specifications and the location of the proposed structures must be first approved by Declarants prior to their construction, as required by the Declaration. Dog houses shall be located only at the rear of the residence, and shall be concealed from public view from the street. The outbuildings must be architecturally compatible with the surrounding structures as determined by the Declarants in their sole discretion. No dog runs or kennels of any kind shall be allowed in Estates Provence Subdivision. Not more than two (2) dogs shall be maintained on any Lot or in any residence. All structures used for the housing or maintenance of animals, and any areas where animals are maintained or kept, shall be maintained at all times in a clean, neat, orderly manner by the owner of said real estate. No horses, livestock, or poultry shall be permitted on any Lot.
16. An exterior air conditioning condenser unit shall be placed in the rear yard or in any side yards so as not to be visible from public view from the street. No grass, weeds or other vegetation will be grown or otherwise permitted to commence or continue, and no dangerous, diseased or otherwise objectionable shrubs or trees will be maintained on any Lot so as to constitute an actual or potential public nuisance, create a hazard or undesirable proliferation or detract from a neat and trim appearance. Vacant Lots shall not be used for dumping of earth or any waste materials, and no vegetation on vacant Lots shall be allowed to reach a height in excess of twelve (12) inches, unless such vegetation consists of native grasses, which do not detract from the appearance of the surrounding area.
17. No residence shall be constructed on a Lot unless the entire Lot, as originally platted, is owned by one owner of such Lot, or unless parts of two (2) or more platted Lots have been combined into one (1) Lot, which is at least as wide as the narrowest Lot on the original plat and as large in area as the largest Lot in the original plat. No subdivision of originally-platted Lots will be permitted without Declarant's written permission. Approval will not be given for subdivision of a parcel from the originally platted size to a size of less than three (3) acres.
18. Each dwelling on any Lot shall contain not less than one thousand, seven hundred fifty (1,750) square feet of finished living space (exclusive of lofts, porches, breezeways and garages) and the foundation walls (excluding breezeways and attached garages) must enclose a ground area of not less than one thousand two hundred (1,200) square feet.
19. All residences on all Lots shall include an enclosed attached garage for at least two (2) cars (attached) subject to architectural review as provided herein.
20. All power and telephone service wires on all of the Lots shall be buried underground.
21. No structure of a temporary character, trailer, tent or other temporary outbuilding shall be erected upon or used on any Lot for more than forty-five (45) days during any twelve (12) month period. No structure or dwelling shall be moved from outside Estates Provence to any Lot without the written approval of Declarants.

22. Should any trees, shrubs or bushes be removed, die or seriously deteriorate, the owner of the Lot shall, at his or her expense, replace such trees, shrubs or bushes with trees, shrubs or bushes of the same or similar quality. Replacement shall occur within thirty (30) days from the date of written notice from either the Declarants or the Association. If replacement of is not timely made after notice, then either the Declarants or the Association may cause such replacement to occur and charge the owner of the Lot for such replacement, as allowed hereinafter.
23. Not less than three (3) ornamental or deciduous shade trees must be planted on each Lot within one (1) year after excavation for footing, and thereafter maintained in good growing condition, or replaced as necessary; provided, however, no trees, shrubs, hedges or other plants shall be maintained or permitted in such proximity to any Lot as will interfere with the use or maintenance of any street or walk or the unobstructed view at street intersections sufficient for the safety of pedestrians and vehicles.
24. When Declarants shall have sold seventy-five percent (75%) of the Lots in Estates Provence, the authority of the Declarants to grant approvals and disapprovals under and pursuant to the various provisions of this Article I shall be deemed transferred to an become the authority of the Estates Provence Architectural Control Committee, which shall consist of three (3) Lot owners who shall be appointed by and serve at the pleasure of the Board of Directors of the Homeowners' Association referred to hereinafter in Article II of this Declaration.

ARTICLE II

HOMEOWNERS' ASSOCIATION

1. The Association: Declarants have caused the incorporation of ESTATES PROVENCE HOMEOWNERS' ASSOCIATION, a Nebraska not-for-profit corporation (hereinafter referred to as the "Association"). The Association has as its purpose the promotion of health, safety, recreation, welfare and enjoyment of the owners of the Lots, Lots 1-26, Estates Provence, a subdivision in Saunders County, Nebraska, and any lots the Declarants add to the Association in the future, including:
 - A. The acquisition, construction, landscaping, improvement, equipment, maintenance, operation, repair, upkeep and replacement of Common Facilities for the general use, benefit and enjoyment of the owners. Common Facilities may include recreational facilities such as swimming pools, tennis courts, health facilities, playgrounds and parks; dedicated and non-dedicated roads; and, pathways and green areas and signs and entrances for Estates Provence. Common Facilities may be situated on property owned or leased by the Association, on public property, or on private property subject to an easement in favor of the Association.

- B. The promulgation, enactment, amendment and enforcement of rules and regulations relating to the use and enjoyment of any Common Facilities, provided always that such rules are uniformly applicable to all owners. The rules and regulations may permit or restrict the use of the Common Facilities by owners and their families, their guests and/or by other persons, who may be required to pay a fee or other charge in connection with the use or enjoyment of the Common Facility.
 - C. The exercise, promotion, enhancement and protection of the privileges and interests of the residents of Estates Provence; and the protection and maintenance of the residential character of Estates Provence.
2. Membership and Voting: The "owner" of each Lot in Estates Provence shall be a member of this Association. Membership shall be appurtenant to ownership of each Lot and may not be separated from ownership of each Lot. The owner of each Lot, whether one or more persons or entities, shall be entitled to one (1) vote on each matter property coming before the Members of the Association.
3. Purposes and Responsibilities: The Association shall have the powers conferred upon not-for-profit corporations by the Nebraska Non-Profit Corporation Act, and all powers and duties necessary and appropriate to accomplish the purposes and administer the affairs of the Association. The powers and duties to be exercised by the Board of Directors, and by the Officers, shall also include but shall not be limited to the following:
- A. The acquisition, development, maintenance, repair, replacement, operation and administration of Common Facilities, and the enforcement of the rules and regulations relating to the Common Facilities.
 - B. The landscaping, mowing, watering, repair and replacement of parks and other public property and improvements on parks or public property within or near Estates Provence.
 - C. The fixing, levying, collecting, abatement and enforcement of all charges, dues or assessments made pursuant to the terms of this Declaration.
 - D. The expenditure, commitment and payment of Association funds to accomplish the purposes of the Association including, but not limited to, payment for purchase of insurance covering any Common Facility against property damage and casualty, and purchase of liability insurance coverages for the Association, Board of Directors of the Association and the Members.
 - E. The exercise of all of the powers and privileges and the performance of all of the duties and obligations of the Association set forth in this Declaration, as the same may be amended from time to time.
 - F. The acquisition by purchase or otherwise, holding, or disposition of any right, title or interest in real or personal property, wherever located, in connection with the affairs of the Association.

- G. The deposit, investment and re-investment of Association funds in bank accounts, securities, money market funds or accounts, mutual funds, pooled funds, certificates of deposit or the like.
 - H. The employment of professionals and consultants to advise and assist the Officers and Board of Directors of the Association in the performance of their duties and responsibilities for the Association.
 - I. General administration and management of the Association and execution of such documents and doing and performance of such acts as may be necessary or appropriate to accomplish such administration or management.
 - J. The doing and performing of such acts, and the execution of such instruments and documents, as may be necessary or appropriate to accomplish the purposes of the Association.
4. Mandatory Duties of Association: The Association shall:
- A. Maintain and repair the fence and signs, which may be installed at locations to be designated by Developer, in generally good and neat condition.
 - B. Maintain, repair and replace as necessary all fences and trees, shrubs and other natural barriers constructed along the boundaries of Estates Provence, so that they are in good repair and neat condition.
 - C. Maintain and repair the electric gate at the entrance of Estates Provence, together with trees and bushes in the entrance area and the expense to be parceled out to the Lot owners as specified elsewhere in this document.
 - D. In the event any owner of a Lot shall fail to perform and fulfill his obligations and responsibilities under this Declaration, if such failure continues for thirty (30) days after written notice to the owner from the Association, the Association shall perform or have performed such obligation or responsibility. If the Association undertakes to perform or have performed the responsibilities of the owner, the cost of such performance plus a fifteen percent (15%) administrative charge shall be assessed against the owner, and the owner shall be obligated to promptly pay such sums to the Association. Assessment of such costs shall be made by written demand from the Association for payment by owner. If such assessment is not paid within thirty (30) days after written demand from the Association, such assessment shall constitute a lien on the Lot, which lien shall attach, have the priority and be enforceable to the Association in the same manner as liens for assessments and dues as provided in this Article II.
 - E. Maintain, repair, construct and replace, as necessary, the wells and irrigation systems constructed by Declarants in accordance with the easements reserved in the Final Plat for Estates Provence.

5. Imposition of Dues and Assessments: The Association may fix, levy and charge the owners of each of the Lots with dues and assessments (herein referred to respectively as "dues and assessments") under the following provisions of this Declaration. Except as otherwise specifically provided, the dues and assessments shall be fixed by the Board of Directors of the Association and shall be payable at the times and in the manner prescribed by the Board.
6. Abatement of Dues and Assessments: Notwithstanding any other provision of this Declaration, the Board of Directors may abate all or part of the dues or assessments due in respect of any Lot, and shall abate all dues and assessments due in respect of any Lot during the period such Lot is owned by the Declarants.
7. Liens and Personal Obligations for Dues and Assessments: The assessments and dues, together with interest thereon, costs and reasonable attorneys' fees shall be the personal obligation of the owner of each Lot at the time when the dues or assessments first become due and payable. The dues and assessments, together with interest thereon, costs and reasonable attorneys' fees, shall also be a charge and continuing lien upon the Lot in respect of which the dues and assessments are charged. The personal obligation for delinquent assessments shall not pass to the successor in title to the owner at the time the dues and assessments become delinquent, unless such dues and assessments are expressly assumed by the successors, but all successors shall take title subject to the lien for such dues and assessments and shall be bound to inquire of the Association as to the amount of any unpaid assessments or dues.
8. Purpose of Dues: The dues collected by the Association may be committed and expended to accomplish the purposes of the Association described in Section 1 of this Article, and to perform the Powers and Responsibilities of the Association described in Sections 3 and 4 of this Article.
9. Maximum Annual Dues: Unless excess dues have been authorized by the Members in accordance with Section 11, below, the aggregate dues which may become due and payable in any year shall not exceed the greater of:
 - A. One Hundred Dollars (\$100.00) per Lot; or
 - B. In each calendar year beginning on January 1, 2007, one hundred twenty-five percent (125%) of the aggregate dues charged in the previous calendar year.
10. Assessments for Extraordinary Costs: In addition to the dues, the Board of Directors may levy an assessment or assessments for the purpose of defraying, in whole or in part, the costs of any acquisition, construction, reconstruction, repair, painting, maintenance, improvement or replacement of any Common Facility, including fixtures and personal property related thereto, and related facilities. The aggregate assessments in each calendar year shall be limited in the amount to Two Hundred Dollars (\$200.00) per Lot.

11. Excess Dues and Assessments: With the approval of seventy-five percent (75%) of the Members of the Association, the Board of Directors may establish dues and/or assessments in excess of the maximums established in this Declaration.
12. Uniform Rate of Assessment: Assessments and dues shall be fixed at a uniform rate as to all Lots, but dues may be abated as to individual Lots, as provided in Section 5, above.
13. Certificate as to Dues and Assessments: The Association shall, upon written request and payment of a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the dues and assessments on a specified Lot have been paid to the date of request, the amount of any delinquent dues and the due date and amount of the next succeeding dues, assessment or installment thereof. The dues and assessment shall be and become a lien as of the date such amounts first become due and payable.
14. Effect of Non-Payment of Assessments—Remedies of the Association: Any installment of dues or assessment, which is not paid when due, shall be deemed delinquent. Delinquent dues or assessments shall bear interest from the due date at the rate of sixteen percent (16%) per annum, compounded annually. The Association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the Lot or Lots and pursue any other legal or equitable remedy. The Association shall be entitled to recover as part of the action, and shall be indemnified against, the interest, costs and reasonable attorneys' fees incurred by the Association with respect to such action. No owner may waive or otherwise escape liability for the charge and lien provided for herein by non-use of the Common Area or abandonment of his Lot. The mortgagee of any Lot shall have the right to cure any delinquency of an owner of payment of all sums due, together with interest, costs and fees. The Association shall assign to such mortgagee all of its rights with respect to such lien and right of foreclosure, and such mortgagee may thereupon be surrogated to any rights of the Association.
15. Subordination of the Lien to Mortgagee: The lien of dues and assessments provided for herein shall be subordinate to the lien of any mortgage, contract or deed of trust given as collateral for a home improvement or purchase money loan. Sale or transfer of any Lot shall not affect or terminate the dues and assessment lien.

ARTICLE III
EASEMENTS

1. A perpetual license and easement is hereby reserved in favor of and granted to the Omaha Public Power District and U.S. West Communications, Inc., and to any company which has been granted a franchise to provide a cable television system in Estates Provence, and their successors and assigns, to erect, operate, maintain, repair and renew poles, wires, cross arms, down guys and anchors, cables, conduits and other related facilities, and to extend thereon wires or cables for the carrying and transmission of electric current for light, heat and power, and for the transmission of signals and sounds of all kinds and the reception thereof, including signals provided by a cable television system and their reception, on, over, through, under and across a five (5) foot wide strip of land abutting all front and side boundary lot lines; an eight (8) foot wide strip of land adjoining the rear boundary lines of all interior lots; and a sixteen (16) foot wide strip of land adjoining the rear boundary lines of all exterior lots. The term "exterior lots" is herein defined as those lots forming the outer perimeter of Estates Provence. Said sixteen (16) foot wide easement will be reduced to an eight (8) foot wide strip when the adjacent land is platted if said sixteen (16) foot easement is not occupied by utility facilities and if requested by the owner. No permanent buildings, trees, retaining walls or loose rock walls shall be placed in the said easement ways, but the same may be used for gardens, shrubs, landscaping, sidewalks, driveways and other purposes that do not then or later interfere with the aforesaid uses or rights herein granted.
2. Other easements are provided for in the Final Plat of Estates Provence and in any replats thereof, which are filed in the office of the Register of Deeds of Saunders County, Nebraska.

ARTICLE IV
GENERAL PROVISIONS

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

2. The covenants and restrictions of this Declaration shall run with and bind the land in perpetuity. This Declaration may be amended by Declarants or any person, firm, corporation, partnership or entity designated in writing by Declarants in any manner which it may determine in its full and absolute discretion, for a period of five (5) years from the date hereof. Thereafter this Declaration may be amended by an instrument signed by the owners of not less than seventy-five percent (75%) of the Lots covered by this Declaration.
3. Declarants or their heirs, successors or assigns, may terminate their status as Declarants under this Declaration at any time by filing with the Register of Deeds of Saunders County, Nebraska, a Notice of Termination of Status as Declarants. Upon such filing, Association may appoint itself or another entity, association or individual to serve as Declarants, and such appointee shall thereafter serve as Declarants with the same authority and powers as the original Declarants.
4. Invalidation of any covenant by judgment or court order shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarants have caused these presents to be executed on this _____ day of _____, 2005.

DECLARANTS, Lloyd H. Boone and Judy L. Boone

Lloyd H. Boone
Lloyd H. Boone

Judy L. Boone
Judy L. Boone

STATE OF NEBRASKA)
COUNTY OF Douglas) s.s.

On this 21 day of December, 2005, before me, a notary public, duly commissioned and qualified in and for said County and state, personally came Lloyd H. Boone and Judy L. Boone, known to be the identical persons who executed the foregoing instrument and they acknowledged that they executed said instrument as their voluntary acts.

WITNESS my hand and Notarial seal this 21 day of December, 2005.

Jeannine R. Gutwine
Notary Public

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