

2330068

2127 DON CLARK  
REGISTER OF DEEDS  
SAUNDERS CO. NEBR.

99 APR-28 PM 1:34

BOOK 233 PAGE 68  
OF 622 DIST# 428

*Don*

AMENDMENTS TO  
PROTECTIVE COVENANTS  
BUFFALO KNOLL SUBDIVISION

The undersigned are the owners of two-thirds (2/3) or more of the Lots of Buffalo Knoll Subdivision, and pursuant to the power to amend the covenants contained in Covenant No. 9 of the Protective Covenants of Buffalo Knoll Subdivision recorded September 26, 1996, at Book 30 Misc., Page 1001, the undersigned do hereby covenant, declare and publish for the benefit of all persons now or hereafter owning real estate in said Subdivision legally described as Lots 1-15, Buffalo Knoll Subdivision, Saunders County, Nebraska, that said Lots shall be owned, used, conveyed and held under and subject to the following covenants, conditions and restrictions:

11. The prior Protective Covenants of Buffalo Knoll Subdivision consisting of ten (10) numbered covenants and filed at Book 30 Misc., Page 1001, at the Office of the Register of Deeds of Saunders County, Nebraska, shall remain in full force and effect except as otherwise changed or modified by these covenants.

228

12. The final Plat of the Subdivision was recorded at Book 3 Plats, Page 498, on October 3, 1996, supplementing the prior Plat filed at Book 3 Plats, Page 497, filed on September 26, 1996. As set forth in said Plat, the two roads in the Subdivision, named Fox Road and Quail Road, are platted roadways belonging to the public. Because these roadways are platted roads belonging to the public and will never be conveyed to an incorporated non-profit corporation, the final three sentences of Covenant No. 1 regarding incorporation of the association and transfer of ownership of the roads to that corporation and responsibility for the roads by that corporation are stricken, and in their place the provisions of Covenant No. 13 below shall apply instead.

13. By Homeowners Association is meant the Buffalo Knoll Homeowners Association. The Homeowners Association may either continue as an unincorporated association or be changed to an incorporated non-profit corporation, as decided by a two-thirds majority of the lot owners at any time after the filing of this instrument. Whether an unincorporated association or a non-profit corporation, the Homeowners Association shall be responsible for any and all maintenance of the roads within the Subdivision not otherwise maintained by any political subdivision of the State of Nebraska.

14. Original Covenant No. 3 is stricken and in its place Covenant No. 15 below shall apply instead.

15. In addition to usual house pets in reasonable numbers each Homeowner may also maintain up to three horses per platted Lot; except, a foal born on the premises shall not count as a horse until weaned, up to age six months. To maintain horses upon the premises each Homeowner must first obtain a conditional permit from the Saunders County Zoning Authority for said horses. A plan must also be submitted to the Homeowners Association and approved by the Homeowners Association setting forth the location and type of facilities and fences to house said horses, and provide for a manure disposal system and fly control program. No further permit for renewal shall be required once the Association and the Zoning Authority has given approval. No bovine or swine shall be permitted in the Subdivision.

16. In order to comply with requirements of the Saunders County Planning Commission and Board of Supervisors for a horse trail needed for the issuance of conditional permits to maintain horses, but also to enhance the quality and desirability of the subdivision by providing a walking and bicycle trail, a permanent easement for a recreational trail is hereby established as set forth in this Covenant. Said recreational trail shall be ten feet in width and shall be located upon the permanent fifteen foot easements established under Covenant No. 5 except for those portions located on the two platted roads within the Subdivision. The location of the recreational trail shall be as set forth on Exhibit "A" attached, which description is incorporated into this Covenant No. 16 by reference. Said recreational trail may only be used by owners of lots in Buffalo Leases Subdivision and their immediate family members, other than guests using the trail accompanied by a lot owner or a member of the lot owner's immediate family. The recreational trail may be used for any of the following purposes: riding horses, walking, jogging, or bicycling. The Homeowners Association shall be responsible for any needed maintenance of the recreational trail.

IN WITNESS WHEREOF, the undersigned as the owners of two-thirds (2/3) or more of the lots of Buffalo Knoll Subdivision have executed these Amendments to Protective Covenants on the date or dates set forth after each set of signatures. The undersigned warrant that the signatures set forth below are all of the owners of each respective Lot.

LOT 1: David J. Spelch Julie Anderson

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF SAUNDERS )

The foregoing instrument was acknowledged before me on 4/18, 1999, by DAVE & Julie husband and wife, who stated that he/she/they were all of the owners of said Lot.



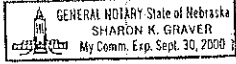
Sharon K. Graver  
Notary Public

428  
2

LOT 2: David J. Spelch Julie Anderson

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF SAUNDERS )

The foregoing instrument was acknowledged before me on 4/18, 1999, by DAVE & Julie husband and wife, who stated that he/she/they were all of the owners of said Lot.

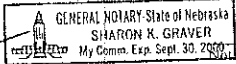


Sharon K. Graver  
Notary Public

LOT 3: Stephen & Cheryl Sheldon

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF SAUNDERS )

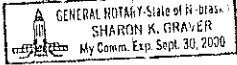
The foregoing instrument was acknowledged before me on 4/19, 1999, by Stephen & Cheryl husband and wife, who stated that he/she/they were all of the owners of said Lot.



Sharon K. Graver  
Notary Public

LOT 4: [Signature]  
STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF SAUNDERS )

The foregoing instrument was acknowledged before me on 4/19, 1999, by Sam husband and wife, who stated that he/she/they were all of the owners of said Lot.



Sharon K. Graver  
Notary Public

2330070

LOT 5:

Gregg L. Behl  
STATE OF NEBRASKA )  
COUNTY OF SAUNDERS ) ss.

Dixie L. Behl

The foregoing instrument was acknowledged before me on 7-18, 1999, by Gregg & Dixie husband and wife, who stated that he/she/they were all of the owners of said Lot.

GENERAL NOTARY State of Nebraska  
SHARON K. GRAVER  
My Comm. Exp. Sept. 30, 2000

Sharon K. Graver  
Notary Public

LOT 6:

Mark K. Shepard  
STATE OF NEBRASKA )  
COUNTY OF SAUNDERS ) ss.

Kimberly A. Shear

The foregoing instrument was acknowledged before me on 4-14, 1999, by Marki Kim husband and wife, who stated that he/she/they were all of the owners of said Lot.

GENERAL NOTARY State of Nebraska  
SHARON K. GRAVER  
My Comm. Exp. Sept. 30, 2000

Sharon K. Graver  
Notary Public

LOT 7:

428  
3

Mark K. Shepard  
STATE OF NEBRASKA )  
COUNTY OF SAUNDERS ) ss.

Kimberly A. Shear

The foregoing instrument was acknowledged before me on 4-18, 1999, by Marki Kim husband and wife, who stated that he/she/they were all of the owners of said Lot.

GENERAL NOTARY State of Nebraska  
SHARON K. GRAVER  
My Comm. Exp. Sept. 30, 2000

Sharon K. Graver  
Notary Public

LOT 8:

Stephen Patton  
STATE OF NEBRASKA )  
COUNTY OF SAUNDERS ) ss.

Cheryl Stotlar

The foregoing instrument was acknowledged before me on 4-18, 1999, by \_\_\_\_\_ husband and wife, who stated that he/she/they were all of the owners of said Lot.

GENERAL NOTARY State of Nebraska  
SHARON K. GRAVER  
My Comm. Exp. Sept. 30, 2000

Sharon K. Graver  
Notary Public

LOT 9:

Stephen Patton  
STATE OF NEBRASKA )  
COUNTY OF SAUNDERS ) ss.

Cheryl Stotlar

The foregoing instrument was acknowledged before me on 4-19, 1999, by \_\_\_\_\_ husband and wife, who stated that he/she/they were all of the owners of said Lot.

GENERAL NOTARY State of Nebraska  
SHARON K. GRAVER  
My Comm. Exp. Sept. 30, 2000

Sharon K. Graver  
Notary Public

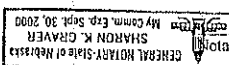
2330070

LOT 10:

*Eric [Signature]*

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF SAUNDERS )

The foregoing instrument was acknowledged before me on 4-29, 1999, by Eric  
husband and wife, who stated that he/she/they were all of the owners of said Lot.



*Sharon K. Graver*  
Notary Public

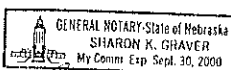
LOT 11:

*Tom Brannan*

*Lori Brannan*

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF SAUNDERS )

The foregoing instrument was acknowledged before me on 4-18, 1999, by Tom + Lori  
husband and wife, who stated that he/she/they were all of the owners of said Lot.



*Sharon K. Graver*  
Notary Public

428  
4

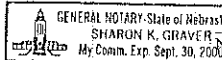
LOT 12:

*Quane + Debra*

*Debra Klein*

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF SAUNDERS )

The foregoing instrument was acknowledged before me on 4/8, 1999, by Quane + Debra  
husband and wife, who stated that he/she/they were all of the owners of said Lot.



*Sharon K. Graver*  
Notary Public

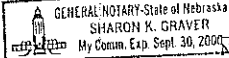
LOT 13:

*Quane + Debra*

*Debra Klein*

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF SAUNDERS )

The foregoing instrument was acknowledged before me on 4/8, 1999, by Quane + Debra  
husband and wife, who stated that he/she/they were all of the owners of said Lot.



*Sharon K. Graver*  
Notary Public

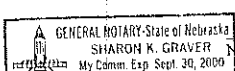
LOT 14:

*John A. Nelson*

*Norma M. Nelson*

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF SAUNDERS )

The foregoing instrument was acknowledged before me on 4/18, 1999, by John  
husband and wife, who stated that he/she/they were all of the owners of said Lot.

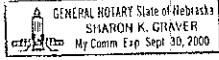


*Sharon K. Graver*  
Notary Public

2330072

Christy husband and wife, who stated that her/hen/they were all of the owners of said Lot.

Sharon K. Graver  
Notary Public



428  
5

2330072

## Exhibit A - Buffalo Knoll Trail System Description - Per Covenant 16

1. The roads within the subdivision; Quail Drive and Fox Run are included in their entirety as part of the trail system.
2. The trail starts at the northeast corner of lot 9 and runs in a westerly direction 10 feet wide along the north boundary of lots 9, 8, and 1 until it reaches the northwest corner of lot 1.
3. From the northwest corner of lot 1 the trail runs in a southerly direction 10 feet wide along the west boundary of lots 1, 2, 3, and 4 until it reaches the southwest corner of lot 4.
4. From the southwest corner of lot 4 the trail runs in a easterly direction 10 feet wide along the entire south boundary of lot 4 to Fox Run.
5. The trail runs in an east-west direction 5 feet wide on the north side of lot 5 and 5 feet wide on the south side of lot 6 for a total width of ten feet the entire length of the boundary between lots 5 and 6.
6. The trail runs in a north-south direction 5 feet wide on the east side of lots 5, 6, 7 and 8, and 5 feet wide on the west side of lots 9, 10 and 11, for a total width of ten feet the entire length of the boundaries between said seven lots.
7. The trail runs in an east-west direction 5 feet wide on the north side of lot 10 and 5 feet wide on the south side of lot 9 for a total width of ten feet the entire length of the boundary between lots 9 and 10.
8. The trail runs from the south west corner of lot 11 and runs in a easterly direction 10 feet wide along the entire south boundary of lot 11 to Quail Run.

428  
b

2330074

426  
7

