

2018-09347

05/01/2018 2:47:42 PM

Clay J. Dowling

REGISTER OF DEEDS

COUNTER	<u>BD</u>	C.E.	<u>BD</u>
VERIFY	<u>BD</u>	D.E.	<u>BD</u>
PROOF	<u>wh</u>		
FEES \$	<u>106.00</u>		
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AMENDED & RESTATED
DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS & EASEMENTS

This Amended & Restated Declaration of Covenants, Conditions, Restrictions & Easements made on the date herein after set forth by the undersigned, hereinafter referred to as "Declarants" is made to amend and restate the Declaration of Covenants, Conditions, Restrictions & Easements Grand Vista Estates ("Original Covenants") recorded on April 24, 2008 as Instrument No. 2008-11377, Register of Deeds, Sarpy County, Nebraska. Said Original Covenants were subsequently amended August 10, 2015, said Amendment being recorded February 18, 2016 as Instrument No. 2016-03437.

RECITALS

WHEREAS, the above stated covenants covered Lots 1 through 11 inclusive, in Grand Vista Estates, a residential subdivision as surveyed, platted and recorded in Sarpy County, Nebraska; and

WHEREAS, Lots 5 through 11, inclusive, in Grand Vista Estates were subsequently replatted as Lots 1 through 7, Grand Vista Estates Replat 1, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska; and

WHEREAS, Declarants wish to include additional lots under said Covenants, Conditions, Restrictions & Easements specifically, Lot 1, Grand Vista Estates Phase 2 and Lots 1 through 6, inclusive, Grand Vista Estates Phase 3, all subdivisions as surveyed, platted and recorded in Sarpy County, Nebraska; and

WHEREAS, Article III of the Original Covenants provided that the Original Covenants may be amended by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners of Grand Vista Estates, and

WHEREAS, not less than seventy-five percent (75%) of the Lot Owners have signed these Amended & Restated Covenants, Conditions, Restrictions & Easements; and

Record & Return to: Adams & Sullivan, P.C., L.L.O., 1246 Golden Gate Drive, Suite 1, Papillion, NE 68046

(E)

WHEREAS, this Amended & Restated Declaration of Covenants, Conditions, Restrictions & Easements not only amends and restates the Original Covenants dated April 24, 2007 and recorded April 24, 2008 as Instrument No. 2008-11377 and the First Amendment dated August 10, 2015 and recorded February 18, 2016 as Instrument No. 2016-03437 but also adds the additional lots and this Amended & Restated Declaration shall supersede all the foregoing instruments.

PRELIMINARY STATEMENT

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

Lots 1 - 4, inclusive, Grand Vista Estates, Lots 1 - 7, inclusive, Grand Vista Estates Replat 1, Lot 1, Grand Vista Estates Phase 2 and Lots 1 – 6, inclusive, Grand Vista Estates Phase 3, Lots 1 - 3, inclusive, all subdivisions as surveyed, platted and recorded in Sarpy County, Nebraska

Such lots are herein referred to collectively as the “Lots” and individually as each “Lot”.

The Lots are situated in Grand Vista Estates, Grand Vista Estates Replat 1, Grand Vista Estates Phase 2 and Grand Vista Estates Phase 3, all residential subdivisions located in Sarpy County, Nebraska, and hereinafter referred to as “Subdivisions” or the “Project”. The Declarants desire to provide for the preservation of the values and amenities of Subdivisions, for the maintenance of the character and residential integrity of Subdivisions, and for the acquisition, construction and maintenance of Common Facilities for the use and enjoyment of the residents of the Subdivisions.

The Subdivisions are dedicated to maintaining spectacular views and protecting those views for each and every Lot owner. Each Lot located in the Subdivisions will present unique building and landscaping challenges so as not to adversely impact the views of other Lot owners. Each Lot’s building envelope and landscape improvements must, to the extent practicable, meet with the Declarant’s desire to provide each Lot owner in the Subdivisions with unobstructed views to the extent it is practical and does not unreasonably limit a Lot owner’s ability to build on the Lot owner’s lot.

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.

ARTICLE I
RESTRICTIONS AND COVENANTS

1. Unless otherwise approved in writing by the Board, which approval may be withheld in its sole and absolute discretion, the Lots shall be used for residential purposes only. Farming of any nature for commercial purposes shall not be permitted. Any and all animals or livestock maintained on the premises shall be kept in accordance with the City of Gretna, Nebraska. All structures used for the housing and maintenance of animals or livestock, and any areas where animals or livestock are maintained or kept shall be maintained at all times in a neat, clean and orderly manner and shall not be constructed upon that portion of any Lot nearer to the street than the back of the house line. Birds, poultry, cats or dogs may be kept, provided they are not raised, bred or maintained for commercial purposes. Hoofed animals may be kept on the premises, but not to exceed four (4) animals per Lot or one per acre. No swine shall be permitted. Any animal causing disturbances, biting or a general nuisance may be required to be removed.

2. No residence, building, fence, wall, driveway, patio, patio enclosure, swimming pool, dog house, tree house, pool house, antenna, satellite receiving stations, dishes or discs, flag poles, solar heating or cooling devices, tool or storage shed, or other external improvement, including landscaping, above or below the ground (hereinafter 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 Improvements which have been approved by the Review Committee, as follows:

(a) A Lot owner desiring to erect an Improvement on such Lot shall submit construction plans to the Review Committee. Such plans shall include the following: a site plan showing the location of the proposed Improvement; at least four (4) exterior elevations indicating flues or chimneys, type and extent of siding, roofing, other faces and/or veneer material; a floor plan; a foundation plan; a plot plan; a drainage plan; and the location of any septic system. Concurrent with the submission of the plans, the Lot owner shall notify the Review Committee of the Lot owner's mailing address. Plans submitted to the Review Committee will not be returned to the Lot owner.

(b) The decision to approve or disapprove a proposed Improvement shall be exercised by the Review Committee in the Review Committee's absolute and sole discretion. In this regard, the Review Committee intends 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 the Review Committee in a reasonable manner to promote conformity and harmony of the external design of the improvements constructed within the Project and to protect the value, character and residential quality of all Lots in a manner consistent with this Declaration. Notwithstanding the foregoing, the Review Committee shall not disapprove plans that would leave a Lot owner with the only alternative of making gross adjustments to the topography of the Lot or otherwise gross adjustments in the construction of the improvements to accommodate for the topography of the Lot. By way of illustration, and not

of limitation, it is intended that the architecture of the residential structures constructed shall be consistent with the architectures found in The Hamptons Subdivision in Sarpy County, Nebraska and Five Fountains Subdivision in Douglas County, Nebraska. Atypical improvements and home designs such as dome houses, A-frame houses and log cabins will not be approved by the Review Committee.

(c) Written notice of any approval or disapproval of a proposed Improvement shall be mailed to the Lot owner at the address specified by such Lot owners upon submission of the plans. Written notice of approval shall be mailed by the Review Committee within forty-five (45) days after the submission of the plans. If written notice is not mailed within forty-five (45) days after submission of the plans, the Lot owner shall request in writing a clarification of the status of the approval. If written approval is not mailed within fifteen (15) days after the request for clarification of the approval, the proposed Improvement shall be deemed approved by the Review Committee.

(d) No Lot owner, or combination of Lot owners, or other person or persons shall have any right to any action by the Review Committee, or to control, direct or influence the acts of the Review Committee with respect to the approval or disapproval of any proposed Improvement. No responsibility, liability or obligation shall be assumed by or imposed upon the Review Committee by virtue of the authority granted to the Review Committee in this Section 2, or as a result of any act of failure to act by the Review Committee with respect to any proposed Improvement.

3. No Lot shall be subdivided.

4. All residences shall be constructed with built-in garages, for a minimum of three automobiles. Garages shall be side or back facing. The Review Committee may approve a residence with a single front facing garage that is part of L-shaped, built-in garages, provided it is one of a minimum of three garages. Detached garages will be allowed only upon the prior written approval of the Review Committee. Street elevations of all concrete or cement block foundation, if exposed, must be faced with brick or stone. All roofing materials shall be Heritage II decorative asphalt shingles, wood shake shingles or a similar style or brand of shingles approved in writing by the Review Committee. All exterior finish colors shall be submitted with the Lot owners submission of plans and is subject to the Review Committee's approval. All driveways must be constructed on concrete, asphalt, brick, paving stone, laid stone or other materials approved by the Review Committee. Fireplace chimneys shall be covered with brick, or other material approved in writing by the Review Committee.

5. Unless otherwise approved in writing by the Review Committee, no building shall be created, altered, placed or permitted to remain on any Lot other than one detached single family dwelling not to exceed two stories in height, having a garage of not less than three automobiles, and containing finished living areas, exclusive of porches, breezeways, carports and garages of:

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House Style	Minimum Total Finished Living Area	Minimum Ground Floor Finished Living Area
1 Story	2,700 sf	2,700 sf
1 ½ Story	3,400 sf	2,500 sf
2 Story	3,600 sf	2,000 sf

The Review Committee shall have the right to define the terms “one story”, “one and one-half story”, “two story”, and “multi-level” house. Any house of unusual design not included in the categories herein listed will be considered on an individual basis. Square foot areas are to be computed to the outside surface of enclosed walls.

6. Underground power and telephone has been provided at the front of each lot. All power and telephone connections and service wires shall be buried underground. Any propane tanks, septic systems or well heads shall be hidden from view with landscaping, fencing or other means approved by the Review Committee. All septic systems shall be positioned such that no damage occurs to any existing vegetation or landscaping.

7. No trailer, mobile home, modular home, basement, garage, tent, barn or outbuilding shall be erected on any tract at any time for use as a residence.

8. Unless otherwise approved in writing by the Review Committee, which approval may be withheld in its sole and absolute discretion, all accessory buildings shall be enclosed with sidewalls not exceeding twelve (12) feet in height. All accessory buildings shall be constructed with the same roofing and siding material as the residential structure. If viewable from the street, all accessory buildings must contain at least two (2) windows facing the street in which it’s being viewed from. All accessory buildings must contain roof overhangs with soffits. No accessory building shall be constructed upon that portion of any Lot nearer to the street than the back of house line. Accessory buildings must be sized to esthetically fit the Lot and residential community as approved by the Review Committee.

9. Unless otherwise approved in writing by the Review Committee, which approval may be withheld in its sole and absolute discretion, all fences erected and installed on any Lot shall be constructed of wood, approve vinyl, wrought iron, or wrought iron look alike material, or other material approved by the Review Committee. It is the intention of this regulation to prohibit the use for fencing of wire rope, barbed wire, chain or galvanized chain link fence material, or other materials not approved by the Review Committee.

10. No automobile, boat, camping trailer, van-type campers, auto-drawn trailer of any kind, mobile home, motorcycle, snowmobile or other self-propelled vehicles (collectively, a “Vehicle”) shall be stored or parked outside of any enclosed garage for more than twenty (20) days within a calendar year. All assembly, disassembly or general service work on any Vehicle must be done in the garage if possible or completed within forty-eight (48) hours if done outside.

11. No incinerator or trash burner shall be permitted on any Lot. All trash and garbage shall be contained and enclosed in metal or plastic containers. No garbage or trash container or fuel tank shall be permitted to remain outside of dwelling unless completely screened from view,

except for pickup purposes. No garden, lawn or maintenance equipment of any kind whatsoever shall be stored or permitted to remain outside of a dwelling or suitable storage facility, except when in actual use. Clotheslines or any kind are not permitted.

12. Construction of any Improvement must be completed within one (1) year after the date of commencement of excavation or construction of the Improvement. Variances from this requirement may be requested to the Review Committee.

13. No garden shall be grown upon that portion of any Lot nearer to the street than the back of the house line; and no trees, shrubs, hedges or other plants shall be maintained or permitted in such proximity to any Lot as will interfere with the use and maintenance of any street or walk or the unobstructed view at intersection sufficient for the safety of pedestrians and vehicles.

14. Each Lot owner shall take whatever steps are necessary to control noxious weeds on such Lot. The immediate area surrounding all improvements on all Lots and the front yards extending to the streets shall be maintained in a professional manner. Areas outside of this shall flow naturally into grassed or treed settings. These grassed areas shall be maintained and kept free of unsightly weeds and not allowed to reach heights in excess of six (6) inches. These grassed areas shall be planted with fine or course fescue grasses or other grasses as approved by the Review Committee. Areas outside the immediate area surrounding improvements may exceed six (6) inches in height assuming these areas are visually pleasing and flow naturally into grassed or tree settings and are subject to approval by the Review Committee.

Minimum landscaping of three (3) trees of at least 2.5" caliper in the yard adjacent to the street or roadway shall be installed during the first available planting season following substantial completion of the Dwelling Unit. Such trees shall be installed within one (1) year from the date that construction of the Dwelling Unit was substantially completed. If existing trees meet the requirements of this provision, they may be counted.

Each Dwelling Unit shall be landscaped with a mixture of plant materials consisting of a representative sample of shade trees, ornamental trees, evergreen trees, evergreen shrubs, deciduous shrubs and perennials/groundcovers. Red cedar or other invasive species of trees shall not be permitted.

- (a) Selected plant material should provide a variety of form, shape and color through the entirety of the year.
- (b) Any plantings, which die, or are in an unhealthy and/or unsightly condition, must be replaced, with prior approval of Review Committee, with an equivalent variety and size at the expense of the Owner of such Lot. If such replacement does not occur in a timely fashion, such plantings may, following thirty (30) days notice to the Owner, be replaced at the discretion of Review Committee and at the expense of the Owner.

15. Any damage to the streets, roads or any part of any Common Area, Maintenance Area, or any utility system caused by an Owner or Owner's builder or such builder's subcontractors

shall be repaired by such responsible Owner. Any builder of Improvements and such builder's subcontractors on any portion of the Property shall keep such portion of the Property free of unsightly construction debris and shall similarly keep contiguous public and private areas from any dirt, mud, garbage, trash or other debris, which is occasioned by construction of Improvements.

Prior to commencement of construction on any Improvement on the Property, Owner and those such Owner employs at any point in the design and/or construction process on such Improvement, including without limitation, architect, engineer and builder of such Improvement, must satisfy themselves at their own cost that the existing geotechnical conditions of the Lot are sufficient for the proposed Improvements. The risk of foundation movement due to geological conditions of such site is placed with Owner of such Lot.

16. No business may be operated from any Lot without the prior approval of the Review Committee. In general, no business may be operated on any Lots that would detract from the overall appearance or increase traffic in the Subdivisons.

17. Each Lot owner shall comply with all county and state health requirements and permits, and observe all rules and regulations of all lawfully constituted authorities in the use and ownership of such Lot.

18. No objectionable, unlawful or offensive trade or activity shall be carried on upon any Lot nor shall anything be done thereon which may be or become a nuisance or annoyance to the neighborhood or surrounding Lots.

19. No Lot shall be used in whole or in part for the storage of any property or thing that will cause the land to appear in an unclean or untidy condition, or that will be obnoxious to the eye; nor shall any substance or material be kept upon the land that will emit a foul or obnoxious odor, or cause any noise that will or might disturb the peace, quiet, comfort or serenity of the occupants of the neighborhood or surrounding Lots.

20. No dwelling or house constructed in another area or prefabricated house may be moved onto or permitted to remain on any Lot or portion thereof. No outside radio or television antennas, or satellite dishes exceeding on (1) meter in diameter, may be erected on any Lot or portion thereof.

21. No advertising signs or billboards shall be placed, constructed, or erected on any Lot except one sign per Lot advertising the Lot as "For Sale" or identifying the builder of a dwelling on such Lot; nor shall business activity of any kind whatsoever be conducted on any Lot.

22. Each owner of a Lot that contains an area for drainage ways shall not place or allow to be placed any obstructions such as trees, dams, fences or improvements of any kind in said drainage way. No existing trees or natural terrain shall be disturbed without the prior written approval of the Review Committee.

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23. 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.

24. Review Committee or its agents shall have the right, should it become necessary, to enter upon any Lot in which a completed residence has not yet been constructed for the purpose of mowing and maintaining any such Lot without being classified as a trespasser; provided, however that the owner of the Lot shall pay any reasonable expense actually incurred on this account.

ARTICLE II HOMEOWNERS' ASSOCIATION

1. Alexandra C. Reed, Trustee, Kristi Heavican, John Smith, Jason Kassmeier and Shane Steinhoff which shall be the initial board of directors shall cause the incorporation of GRAND VISTA ESTATES Homeowners' Association, a Nebraska not for profit corporation (the "Association"). The Association shall have as its purpose the promotion of the health, safety, recreation, welfare and enjoyment of the residents of the Lots, including, but not limited to:

(a) The acquisition, construction, landscaping, improvement, equipping, maintenance, operation, repair, upkeep and replacement of Common Facilities for the general use, benefit and enjoyment of the Members. Common Facilities shall include recreational facilities such as swimming pools, tennis courts, health facilities, playgrounds and parks; dedicated and non-dedicated roads, paths, ways and green areas; and signs and entrances for Grand Vista Estates. Common Facilities may be situated on property owned or leased by the Association, or on dedicated property.

(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 Members. The rules and regulations may permit or restrict use of the Common Facilities by members, 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 creation of a review committee (the "Review Committee") to carry out the obligations of the Review Committee contained in this Declaration. The initial Review Committee shall be the initial directors of the Association. A simple majority shall be necessary for all business conducted by the Review Committee.

(d) The exercise, promotion, enhancement and protection of the privileges and interests of the residents of Grand Vista Estates; and the protection and maintenance of the residential character of Grand Vista Estates.

2. Each Lot owner shall be a member of the Association. Membership shall be appurtenant to ownership of each Lot, and may not be separated from ownership of each Lot. Each

Lot owner, whether one or more persons or entities, shall be entitled to one vote on each matter property coming before the Members of the Association.

3. The Association shall have the powers conferred upon not for profit corporations by the Nebraska Nonprofit 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, upon authorization of the Board of Directors, by the Officers, shall include but shall not be limited to the following:

- (a) The development, operation and administration of Common Facilities, and the enforcements of the rules and regulations relating to the Common Facilities.
- (b) The fixing, levying, collection, abatement, and enforcement of all charges, dues or assessments made pursuant to the terms of this Declaration.
- (c) 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 coverage's for the Association, the Board of Directors and the Association and the Members.
- (d) The exercise of all of the powers and privileges, and the performance of all of the duties and obligations of the Association as set forth in this Declaration.
- (e) 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.
- (f) The deposit of Association funds in an account which may then be invested and reinvested in bank accounts, securities, money market funds or accounts, mutual fund, pooled funds, certificates of deposit or the like for the benefit of the Association.
- (g) The employment of professional and consultants to advise and assist the Officers and the Board of Directors of the Association in the performance of their duties and responsibilities for the Association.
- (h) 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.
- (i) 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. The Association may fix, levy and charge the owner of each Lot 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.

5. 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.

6. The dues collected by the Association may be committed and expended to accomplish the purposes of the Association in Section 1 of this Article II, and to perform the Powers and Responsibilities of the Association described in Section 3 of this Article II.

7. Unless excess dues have been authorized by the Members in accordance with Section 9 of this Article II, the aggregate dues, which may become due and payable in any year, shall not exceed the greater of:

- (a) Five Hundred Dollars (\$500.00) per Lot.
- (b) In each calendar year beginning on January 1, 2019, one hundred four percent (104%) of the aggregate dues charged in the previous calendar year.

8. 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 amount to Two Thousand Dollars (\$2,000.00) per Lot.

9. 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 maximum established in this Declaration.

10. Assessments and dues shall be fixed at a uniform rate as to all Lots, and dues may not be abated as to individual Lots.

11. The Association shall, upon written request and for a reasonable charge, furnish a certificated 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 sums, and

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the due date and amount of the next succeeding dues, assessment or installment thereof. The dues and assessment shall be and become a line as of the date such amounts first become due and payable.

12. Any installment of dues or assessment, which is not paid when due, shall be delinquent. Delinquent dues or assessments shall bear interest from the due date at the rate of sixteen percent (16%) per annum. 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 a 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 Lot owner may waive or otherwise escape liability for the charge and lien provided for herein by nonuse 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 by payment of all sums due, together with interest, costs and fees. The Association shall assign to such mortgagee all of its rights with respect to such lien and right of foreclosure and such mortgagee any thereupon be subrogated to any rights of the Association.

13. 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 GENERAL PROVISIONS

1. If the present or future owners, user or occupants of the Lots shall violate or attempt to violate any covenant contained in this Declaration, it shall be lawful for the Association or any other person or persons owning any other Lot to prosecute proceedings at law or equity against the person violating or attempting to violate any such covenant and either prevent him from so doing or to recover damages for such violation. Failure by the Association or any Lot owner to enforce any covenant or restriction herein shall in no event be deemed a waiver of the right to do so thereafter.

2. 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. This Declaration shall run with and shall bind the land for term of twenty (20) years from the date this Declaration is recorded, after which time this Declaration shall be automatically extended for a successive period of ten (10) years, unless an instrument terminating this Declaration is signed by the owners of seventy-five percent (75%) of the Lots and has been recorded prior to the commencement of any ten year period.

3. Invalidation of any provision of this Declaration by judgment or court order shall in no way affect any of the other provisions hereof which shall remain in full force and effect.

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ARTICLE IV
EASEMENTS AND OTHER RIGHTS

1. Declarants hereby reserve, for the benefit of itself, its successors and assigns, and grants to the Association, its successors and assigns, a non-exclusive easement and right-of-way over, under and along an eighteen (18) foot wide strip of land adjacent to the front of all Lots, and those areas of Lots adjacent to a roadway for utilities of any kind and storm water drainage. Within the above-described easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation of utilities or which may change the direction or flow of drainage.

2. Subject to any rules, regulations and restrictions on use as set forth in this Declaration or in rules and regulations hereafter imposed by the Association, Declarants grant and reserve an easement in favor of Declarants, the Association, the owners and all their family members, guests, invitees and tenants for ingress and egress and to otherwise travel across and use the Common Areas and Common Facilities on a non-exclusive basis.

IN WITNESS WHEREOF, the parties have executed this Amended & Restated Declaration this 26 day of April 2018.

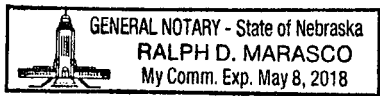
Dennis T. Reed Family Trust

By: Alexandra C. Reed
Alexandra C. Reed, Trustee
Lot 1, Grand Vista Estates

STATE OF NEBRASKA)
) ss.
COUNTY OF SARPYPY)

The foregoing instrument was acknowledged before me this 26 day of April, 2018 by Alexandra C. Reed, Trustee of the Dennis T. Reed Family Trust, known to me to be the identical person(s) who signed the foregoing instrument and acknowledged the execution thereof to be his/her/their voluntary act and deed for the purposes therein expressed on behalf of said Trust.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my seal at Gretna, Nebraska, on the day last above written.



Notary Public [Signature]

L

Byron P. Braasch

Byron P. Braasch
Lot 2, Grand Vista Estates

Denise J. Braasch

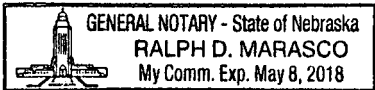
Denise J. Braasch
Lot 2, Grand Vista Estates

STATE OF NEBRASKA)
)
COUNTY OF SARPY) ss.

The foregoing instrument was acknowledged before me this 26 day of April, 2018 by Byron P. Braasch and Denise J. Braasch, known to me to be the identical person(s) who signed the foregoing instrument and acknowledged the execution thereof to be his/her/their voluntary act and deed for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my seal at Gretna, Nebraska, on the day last above written.

Notary Public



John H. Smith

John H. Smith
Lots 3 & 4, Grand Vista Estates

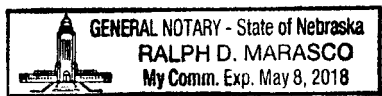
Shelly A. Smith

Shelly A. Smith
Lots 3 & 4, Grand Vista Estates

STATE OF NEBRASKA)
)
COUNTY OF SARPY) ss.

The foregoing instrument was acknowledged before me this 27 day of April, 2018 by John H. Smith and Shelly A. Smith, known to me to be the identical person(s) who signed the foregoing instrument and acknowledged the execution thereof to be his/her/their voluntary act and deed for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my seal at Gretna, Nebraska, on the day last above written.



Notary Public

M

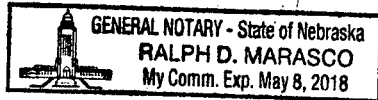
Justin S. Anderson
Justin S. Anderson
Lot 2, Grand Vista Estates Replat 1

Laura L. Anderson
Laura L. Anderson
Lot 2, Grand Vista Estates Replat 1

STATE OF NEBRASKA)
) ss.
COUNTY OF SARPY)

The foregoing instrument was acknowledged before me this 27 day of April, 2018 by Justin S. Anderson and Laura L. Anderson, known to me to be the identical person(s) who signed the foregoing instrument and acknowledged the execution thereof to be his/her/their voluntary act and deed for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my seal at Gretna, Nebraska, on the day last above written.



Notary Public

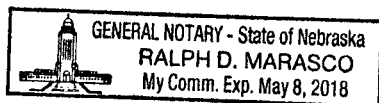
Jason Kassmeier
Jason Kassmeier
Lot 3, Grand Vista Estates Replat 1

Ashley Kassmeier
Ashley Kassmeier
Lot 3, Grand Vista Estates Replat 1

STATE OF NEBRASKA)
) ss.
COUNTY OF SARPY)

The foregoing instrument was acknowledged before me this 26 day of April, 2018 by Jason Kassmeier and Ashley Kassmeier, known to me to be the identical person(s) who signed the foregoing instrument and acknowledged the execution thereof to be his/her/their voluntary act and deed for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my seal at Gretna, Nebraska, on the day last above written.



Notary Public

N

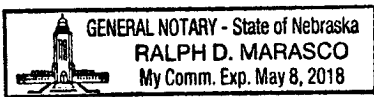
Edward P. Heavican, Jr.
Edward P. Heavican, Jr.
Lot 4, Grand Vista Estates Replat 1

Kristina Heavican
Kristina Heavican
Lot 4, Grand Vista Estates Replat 1

STATE OF NEBRASKA)
) ss.
COUNTY OF SARPY)

The foregoing instrument was acknowledged before me this 27 day of April, 2018 by Edward P. Heavican, Jr. and Kristina Heavican, known to me to be the identical person(s) who signed the foregoing instrument and acknowledged the execution thereof to be his/her/their voluntary act and deed for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my seal at Gretna, Nebraska, on the day last above written.



Notary Public [Signature]

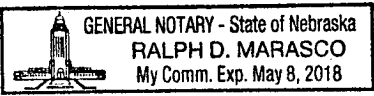
Shane Steinhoff
Shane Steinhoff
Lot 5, Grand Vista Estates Replat 1

Kendra Gosch
Kendra Gosch
Lot 5, Grand Vista Estates Replat 1

STATE OF NEBRASKA)
) ss.
COUNTY OF SARPY)

The foregoing instrument was acknowledged before me this 26 day of April, 2018 by Shane Steinhoff and Kendra Gosch, known to me to be the identical person(s) who signed the foregoing instrument and acknowledged the execution thereof to be his/her/their voluntary act and deed for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my seal at Gretna, Nebraska, on the day last above written.



Notary Public [Signature]

Jacob Rohloff
Jacob Rohloff
Lot 6, Grand Vista Estates Replat 1

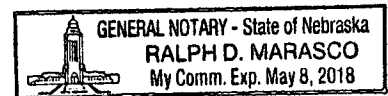
Kimberly Rohloff
Kimberly Rohloff
Lot 6, Grand Vista Estates Replat 1

STATE OF NEBRASKA)
) ss.
COUNTY OF SARPY)

The foregoing instrument was acknowledged before me this 26 day of April, 2018 by Jacob Rohloff and Kimberly Rohloff, known to me to be the identical person(s) who signed the foregoing instrument and acknowledged the execution thereof to be his/her/their voluntary act and deed for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my seal at Gretna, Nebraska, on the day last above written.

Notary Public

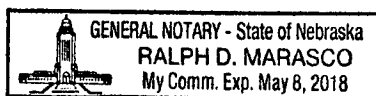


Heavican Homes, Inc.
By: Edward P. Heavican, Jr.
Edward P. Heavican, Jr. President
Lot 7, Grand Vista Estates Replat 1 &
Lot 1, Grand Vista Estates Phase 2

STATE OF NEBRASKA)
) ss.
COUNTY OF SARPY)

The foregoing instrument was acknowledged before me this 27 day of April, 2018 by Edward P. Heavican, Jr., President of Heavican Homes, Inc., a Nebraska corporation, known to me to be the identical person(s) who signed the foregoing instrument and acknowledged the execution thereof to be his/her/their voluntary act and deed for the purposes therein expressed on behalf of the Corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my seal at Gretna, Nebraska, on the day last above written.



Notary Public

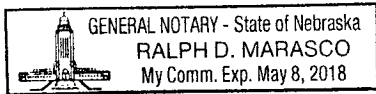
Dennis T. Reed Family Trust


By: Alexandra C. Reed
Alexandra C. Reed, Trustee
Lots 1 - 6, Grand Vista Estates Phase 3

STATE OF NEBRASKA)
) ss.
COUNTY OF SARPY)

The foregoing instrument was acknowledged before me this 26 day of April, 2018 by Alexandra C. Reed, Trustee of the Dennis T. Reed Family Trust, known to me to be the identical person(s) who signed the foregoing instrument and acknowledged the execution thereof to be his/her/their voluntary act and deed for the purposes therein expressed on behalf of said Trust.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my seal at Gretna, Nebraska, on the day last above written.



Notary Public 

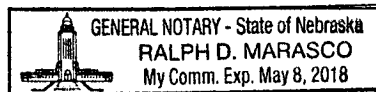
MCR Properties LLC

By: Karen M. Mattes MCR member
Karen M. Mattes
Lot 7, Grand Vista Estates Replat 1

STATE OF NEBRASKA)
) ss.
COUNTY OF SARPY)

The foregoing instrument was acknowledged before me this 26 day of April, 2018 by Karen M. Mattes, known to me to be the identical person(s) who signed the foregoing instrument and acknowledged the execution thereof to be his/her/their voluntary act and deed for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my seal at Gretna, Nebraska, on the day last above written.



Notary Public 