

766L

DON CLARK
REGISTER OF DEEDS
SAUNDERS CO. NEBR.

26600016

02 JAN 14 PM 2:47

BOOK 266 PAGE 16

OF 66 INST# 300

Lots 1, 2, 3, 4 & 5 Todd Valley Estates, Saunders County, Nebraska

**AMENDED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

THIS AMENDED DECLARATION, made on the 18th day of December, 2001, is by JAMES M. SMART, hereinafter referred to as the "Declarant", and amends the Declaration of Covenants, Conditions and Restrictions filed for record with the Register of Deeds Office of Saunders County, Nebraska, on September 28, 2000, shown at Book 248, Page 595, as amended by Amended Declaration of Covenants, Conditions and Restrictions filed for record with the Register of Deeds Office of Saunders County, Nebraska, on October 30, 2001, shown at Book 262, Page 193.

Declarant is the owner of certain real property located in Saunders County, Nebraska, which real property will be called Todd Valley Estates and is legally described as follows:

A parcel of land located in the Southeast Quarter of Section 5, Township 14 North, Range 9 East of the 6th P.M., Saunders County, Nebraska, being described as follows: Beginning at the Northeast corner of said Southeast Quarter and assuming the South line of said Southeast Quarter to have a bearing of N90°00'00"W; thence S00°43'31"W on the East line of said Southeast Quarter, a distance of 1322.07 feet; thence S89°54'38"W parallel with the North line of said Southeast Quarter, a distance of 1233.37 feet; thence S00°43'31"W parallel with said East line, a distance of 21.34 feet, to a point on the Northerly line of a Parcel of land previously surveyed by Gary L. Siedschlag, L.S. No. 517, dated January 8, 1998; thence on said Northerly line as follows: N79°15'45"W a distance of 98.73 feet, S87°01'17"W a distance of 95.58 feet, S70°38'58"W a distance of 73.76 feet; thence N00°35'43"E parallel with the West line of said Southeast Quarter, a distance of 31.94 feet; thence S89°54'38"W parallel with said North line, a distance of 1138.31 feet to a point on said West line; thence N00°35'43"E on said West line, a distance of 1322.03 feet to the Northwest corner of said Southeast Quarter; thence N89°54'38"E on the North line of said Southeast Quarter a distance of 2636.66 feet to the point of beginning, containing 80.04 acres, more or less, and

A parcel of land located in a part of the Southeast Quarter of Section 5, Township 14 North, Range 9 East of the 6th P.M., Saunders County, Nebraska, being described as follows: Commencing at the Southeast corner of said Southeast Quarter and assuming the South line of said Southeast Quarter to have a bearing of N90°00'00"W; thence N00°43'31"E on the East line of said Southeast Quarter, a distance of 342.88 feet to the Northeast corner of a parcel of land previously described and recorded in Deed Book 209, Page 1021, said point also being the point of beginning; thence Westerly on the Northerly line of said previously described parcel as follows: N89°16'29"W perpendicular to said East line, a distance of 33.00 feet; thence N35°29'12"W, a distance of 199.09 feet; thence N89°15'37"W, a distance of 158.61 feet;

26600016

thence S66°55'13"W, a distance of 8.13 feet; thence S66°03'04"W, a distance of 28.36 feet; thence S60°35'23"W, a distance of 77.59 feet; thence S56°48'39"W, a distance of 46.13 feet; thence S50°45'33"W, a distance of 57.00 feet; thence S45°40'27"W, a distance of 39.08 feet; thence S46°20'08"W, a distance of 72.06 feet; thence S42°28'57"W, a distance of 87.12 feet to the Northwest corner of said previously described parcel; thence Northerly on the Easterly line of a parcel of land previously described and recorded in Deed Book 217, Page 667 as follows: N89°59'32"W, a distance of 29.19 feet; thence N30°29'41"W, a distance of 103.04 feet; thence N05°27'39"W, a distance of 239.96 feet; thence N10°42'30"W, a distance of 77.60 feet; thence N21°37'38"W, a distance of 60.16 feet; thence N26°48'51"W, a distance of 392.55 feet; thence N33°16'17"W, a distance of 94.44 feet; thence N40°50'30"W, a distance of 96.33 feet; thence N53°39'40"W, a distance of 94.39 feet; thence N65°45'11"W, a distance of 90.47 feet; thence N79°15'45"W, a distance of 87.24 feet; thence N01°04'59"E, a distance of 334.79 feet to a point on the North line of a parcel of land previously surveyed by Gary L. Siedschlag, RLS 517, dated November 15, 1999; thence N89°54'38"E on said North line, a distance of 1317.21 feet to a point on said East line, said point also being the Northeast corner of said previously surveyed parcel; thence S00°43'31"W on said East line, a distance of 1317.4 feet to the point of beginning, containing 28.67 acres, more less, and

10-2
 A parcel of land located in a part of the Southeast Quarter of Section 5, Township 14 North, Range 9 East of the 6th P.M., Saunders County, Nebraska, being described as follows: beginning at the Southwest corner of said Southeast Quarter and assuming the South line of said Southeast Quarter to have a bearing of N90°00'00"W; thence N00°35'43"E on the West line of said Southeast Quarter, a distance of 1656.14 feet to the Northwest corner of a parcel of land previously surveyed by Gary L. Siedschlag, RLS 517, dated November 15, 1999; thence N89°54'38"E on the North line of said previously surveyed parcel, a distance of 1317.20 feet; thence S01°04'59"W, a distance of 334.79 feet to a point on the Northerly line of a parcel of land previously described and recorded in Deed Book 217, Page 667; thence Southerly on the Westerly line of said previously described parcel as follows: N79°15'45"W, a distance of 11.49 feet; thence S87°01'17"W, a distance of 95.58 feet; thence S70°38'58"W, a distance of 73.76 feet; thence S55°17'37"W, a distance of 56.31 feet; thence S42°27'52"W, a distance of 81.26 feet; thence S28°57'13"W, a distance of 103.68 feet; thence S18°24'25"W, a distance of 100.15 feet; thence S04°12'11"W, a distance of 101.98 feet; thence S04°38'01"E, a distance of 100.34 feet; thence S11°51'21"E, a distance of 112.80 feet; thence S20°39'05"E, a distance of 158.21 feet; thence S26°32'35"E, a distance of 110.54 feet; thence S32°56'12"E, a distance of 109.59 feet; thence S38°17'25"E, a distance of 153.48 feet; thence S45°31'24"E, a distance of 124.28 feet; thence S47°30'29"E, a distance of 140.75 feet; thence S00°00'00"E perpendicular to said South line, a distance of 64.69 feet to a point on said South line; thence N90°00'00"W on said South line, a distance of 1444.93 feet to the point of beginning, containing 43.56 acres, more or less.

Declarant desires to provide for the preservation of the values of Todd Valley Estates and to this end desires to subject each of the properties in Todd Valley Estates to the covenants, conditions and restrictions hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof.

The Restrictions, Conditions and Covenants in this instrument are to run with the land and shall be binding upon all parties and all persons owning property or lots in Todd Valley Estates or claiming under them until January 1, 2025.

If the present or future owners, users or occupants of any of the said Property shall violate or attempt to violate any of these covenants, it shall be lawful for any other person or persons owning any part of said real estate to prosecute proceedings at law or in equity against the person violating or attempting to violate any of the covenants, and either to prevent such persons from so doing or to recover damages for such violation, or both.

Invalidation of any of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

Declarant reserves the right to amend this Declaration in whole or in part in her sole and absolute discretion for a period of five years from the date of this Declaration or until all of the Parcels of the Property with Todd Valley Estates have been sold, whichever of these two events occurs first, and thereafter owners of not less than seventy-five percent (75%) of the Parcels or lots within the Property covered by this Declaration shall be entitled to amend the Declaration.

NOW, THEREFORE, the Declarant, as owner of the entire property covered by this Declaration, hereby declares that the entire property 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 property:

1. **Use of property within development**

1.1 Each Parcel shall be used exclusively for single-family residential purposes.

2. **Minimum standards and requirements for homes and structures**

2.1 Each parcel within Todd Valley Estates may contain only one single-family residence which shall conform to the following minimum area requirements:

Design	Minimum Area
One-story ranch-type residence	1,600 sq. ft. of finished living space on the main floor
One and one-half-story residence	1,400 sq. ft. of finished living space on the main floor
Two-story residence	1,200 sq. ft. of finished living space on the main floor
Tri-level, split-entry or split-level residence	1,600 sq. ft. of finished living space above grade

"Finished living space" shall mean the finished living area measured to the exterior of the enclosing walls, and shall not include porches, stoops, breezeways, courtyards, patios, decks, garages or carports, or basements which are seventy-five percent (75%) or more below finished grade on least three (3) sides. The maximum height of the dwelling shall be thirty-three (33) feet above the finished grade. The basement shall not be considered a story if it is seventy-five percent (75%) or more

below finished grade on at least three (3) sides. All dwellings shall have attached and enclosed side or rear entry garages which will accommodate a minimum of two (2) automobiles.

2.2 No building or any part thereof, including garages and porches, shall be erected on any Parcel closer than thirty (30) feet to the side yard lot line and closer than seventy (70) feet to the front yard lot line.

2.3 Exposed foundation walls made of concrete or concrete blocks shall be painted. All driveways within 50 feet of the residence must be constructed of concrete, asphalt, brick or paving stones or other similar material.

2.4 No advertising signs, billboards, unsightly objects or nuisances shall be erected, placed or permitted to remain on any Parcel except one standard real estate "for sale" sign. No Parcel shall be used in any way for any purpose which may endanger the health or unreasonably disturb the owner or owners of any Parcel or any resident thereof.

2.5 No exterior television antenna, radio antenna or television satellite dish or disc of any sort shall be permitted on any Parcel; provided, however, that an Owner may place one satellite television receiving dish or disc on each Parcel in a location and manner so it is concealed from sight with the approval of the Declarant. Any such satellite dish or disc must be removed within six (6) months after cable television hookup is available to the Property.

2.6 The Owner of each Parcel shall be responsible for the upkeep and maintenance of said Parcel prior to and after building completion. No weeds, underbrush, or other unsightly objects shall be permitted to grow or remain on any Parcel.

2.7 No repair of any boats, automobiles, motorcycles, trucks, campers or similar vehicles requiring a continuous time period in excess of forty-eight (48) hours shall be permitted on any Parcel at any time; nor shall unused vehicles or vehicles offensive to the neighborhood be visibly stored, parked or abandoned on any Parcel. No unused building material, junk or rubbish shall be left exposed on the Parcel except during actual construction, and then only in as neat and inconspicuous a manner as possible.

2.8 No incinerator or trash burner shall be permitted on any Parcel. No garbage or trash can or container or fuel tank shall be permitted 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 any dwelling or suitable storage facility, except when in actual use. No garbage, refuse, rubbish or cutting shall be deposited on any street, road or Parcel except for pickup purposes.

2.9 Construction of any Improvement shall be completed within one (1) year from the date of commencement of excavation.

2.10 All utility service lines shall be underground.

2.11 Up to six horses may be maintained on each Parcel. Cattle, poultry and swine shall not be permitted on any Parcel. No livestock feeding shall be permitted. Cats, dogs, and horses may be kept provided that they are not raised, bred or maintained for any commercial purpose.

3. Easements

3.1 Easements shall be granted to the appropriate utility companies after road improvements are made and when gas, water, sewer and other utilities become available to the Property.

4. General Provisions

4.1 Except for the authority and powers specifically granted to the Declarant, the Declarant or any owner of a Parcel shall have the right to enforce by a proceeding at law or in equity, all reservations, restrictions, conditions and covenants now or hereafter imposed by the provisions of this Declaration either to prevent or restrain any violation or to recover damages arising from such violation. Failure by the Declarant 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 thereafter.

4.2 The covenants and restrictions of this Declaration shall run with the land and shall be binding until January 1, 2025. Unless amended or modified by the owners of seventy-five percent (75%) of the Parcels, this Declaration shall remain in force thereafter for three (3) additional periods of ten (10) years. This Declaration may be amended by the Declarant, or any person, firm, corporation, partnership, or entity designated in writing by the Declarant, in any manner which they may determine in their sole and absolute discretion for a period of five (5) years from the date hereof. Thereafter, this Declaration may be amended or modified by an instrument signed by the owners of not less than seventy-five (75%) of the Parcels covered by this Declaration.

4.3 By the written consent of the Declarant for a period of five (5) years from the date hereof, any of the covenants, conditions, restrictions, and easements may be waived, modified or amended for any Parcel, in any manner, for such a time period, and on such conditions, if any, which the Declarant may determine in her sole and absolute discretion. Declarant's decision on any requested waiver, modification or amendment shall be final and there shall be no right of appeal of Declarant's decision. No responsibility, liability or obligation shall be assumed by or imposed upon Declarant by virtue of the authority granted herein, or as a result of failure to act by Declarant with respect to any requested waiver, modification or amendment.

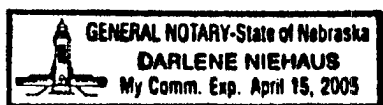
4.4 Invalidation of any covenant by judgment or court order shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

Executed at Omaha, Nebraska, this 18th day of December, 2001, by James M. Smart, the Declarant.

James M. Smart
James M. Smart

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

The above and foregoing Declaration of Covenants, Conditions and Restrictions was acknowledged before me this 18th day of December, 2001, by James M. Smart, Declarant.



Darlene Niehaus
Notary Public