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2007 NOV 13 AM 11:58

KAREN A. MADSEN  
WASHINGTON COUNTY  
REGISTER OF DEEDS  
BLAIR, NE

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WASHINGTON COUNTY, STATE OF NEBRASKA  
RECORDED November 13, 2007 AT 11:58 AM.  
BOOK 518 PAGE(S) 433-436  
*Karen A. Madsen*  
REGISTER OF DEEDS

**AMENDMENT TO DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR  
DEERFIELD DUPLEX LOTS**

THIS DECLARATION, made on the date hereinafter set forth by the undersigned, who constitute owners (and spouses, where applicable) of more than seventy-five percent (75%) of lots described herein ("Owners"):

WITNESSETH:

WHEREAS, Owners are the owners of more than seventy-five percent (75%) of the following described lots:

Lots 18A through 22B, inclusive, in Deerfield, a subdivision, as surveyed, platted and recorded in the City of Blair, Nebraska.

WHICH are subject to a certain Declaration of Covenants dated October 26, 1998 and recorded on the June 12, 2000, in Book 318 at Pages 570-577 in the office of the County Clerk of Washington County, Nebraska, and

WHEREAS, the Owners wish to amend such Covenants in regard to the lot maintenance and services provisions of such Covenants.

NOW THEREFORE, the Owners hereby amend the above-stated Covenants as follows:

(1) Section E. of Article I is hereby deleted in its entirety and replaced with the following:

E. "Architectural Control Committee" shall mean the Board of Directors of the Deerfield Townhomes Association, Inc., a Nebraska non-profit corporation.

(2) Section B. of Article III is hereby deleted in its entirety and replaced with the following:

B. Lots 18A through 22B, inclusive, in Deerfield shall be subject to the following restrictions.

(3) Paragraph 8 of Section B. of Article III is hereby deleted in its entirety and replaced with the following:

8. Public sidewalks are the responsibility of, and shall be constructed by, the then Owner of a Lot prior to the time of completion of a dwelling and before occupancy thereof, provided, however, that the Board of Directors of the Deerfield Townhomes Association, Inc. may, in its sole discretion, elect to pay the cost of any said sidewalk repair in lieu of the Owner paying such cost. The extent of sidewalks, location, repair details, materials and grades shall be in accordance with the regulations of the City of Blair, Nebraska and any revision thereof. The maintenance of said sidewalks, after construction, shall be the responsibility of the Owners of each of the Lots.

(4) Paragraph 11 of Section B. of Article III is hereby deleted in its entirety and replaced with the following:

11. No incinerator or trashburner shall be permitted on any Lot. No garbage, trash can or container shall be permitted to remain outside of any dwelling unless completely screened from view from every street and from all other lots in the subdivision. No garden, lawn or maintenance equipment of any kind whatsoever shall be stored or permitted to remain outside of any dwelling except while in actual use. No clothesline shall be permitted outside of any dwelling at any time. Any exterior air conditioning condensing units or heat pump units shall be placed in the rear yard of the dwelling and in no case closer than ten (10) feet to the neighboring property line. Detached accessory buildings are not permitted.

(5) Paragraph 19 of Section B. of Article III is hereby deleted in its entirety and replaced with the following:

19. No streamers, poster, banners, balloons, exterior illumination or other rallying devices will be allowed on any Lot in the promotion or sale of any Lot, dwelling or property unless prior written approved is obtained from the Architectural Control Committee. No advertising signs or posters of any kind, with the sole exception of an occasional garage sale sign, shall be erected or placed on any of said Lots, except that residential "For Sale" signs, not exceeding six (6) square feet in size, shall be permitted and, provided further, that such restriction as to sign size shall not apply to any sign first approved by the Architectural Control Committee in writing.

(6) Except for the above-stated changes, all terms and conditions of the original recorded covenants, as subsequently amended by the Owners, shall remain the same.

This Amendment shall be effective when it has been executed by seventy-five percent (75%) of the Owners of Lots 18A through 22B, inclusive, in Deerfield and recorded with the County Clerk of Washington County, Nebraska.

The undersigned being seventy-five percent (75%) of the Owners of Lots 18A through 22B, inclusive, in Deerfield hereby adopt this Amendment for the Lots named herein.

27<sup>th</sup> IN WITNESS WHEREOF, the Owners have caused these presents to be executed this day of ~~November~~, 2007.  
October

Bill Fillis  
Bill Fillis

Gwen Fillis  
Gwen Fillis

Jerry Kyle  
Jerry Kyle

Joan Kyle  
Joan Kyle

Roger Peterson  
Roger Peterson

Pamela Peterson  
Pamela Peterson

Ross Udey  
Ross Udey

Susan Udey  
Susan Udey

Terry Baxter  
Terry Baxter

Julie Baxter  
Julie Baxter

*Ken Gigstad*  
Ken Gigstad

*Karen Gigstad*  
Karen Gigstad

*Eleanor Noble*  
Eleanor Noble

*Steven Scheffert*  
Steven Scheffert

*Kathren Scheffert*  
Kathren Scheffert