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WASHINGTON COUNTY, STATE OF NEBRASKA  
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*Karen A. Madsen*  
REGISTER OF DEEDS

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

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

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 19A through 22B, inclusive, in Deerfield, a subdivision, as surveyed, platted and recorded in the City of Blair, Nebraska.

WHICH are subject to certain Protective Covenants dated January 17, 2001 and recorded on the 24th day of January, 2001, in Book 329 at Pages 159-167 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 9 of Article III is hereby deleted in its entirety and replaced with the following:

Section 9. Lot Maintenance and Services. Lot Maintenance (as defined herein) of each Lot shall be provided by the Association and each Owner does hereby consent and grant to the Association a perpetual and permanent easement over and across such Lot at any reasonable time to perform lot maintenance. "Lot Maintenance" shall mean the maintenance of the lawns (mowing, fertilization and chemicals, and repairs caused by snow removal), snow removal from sidewalks, driveways, front entry ways and from adjoining or connecting streets if the Association determines snow removal is not being adequately completed by the

appropriate governmental subdivision, start-up and shutdown of sprinkler systems. Lot maintenance under this paragraph shall not include landscape maintenance and any repairs or maintenance of sanitary sewer, water, gas or electrical lines on Owner's Lot, roof repair or replacement, repair or maintenance of gutters, downspouts, sprinkler system maintenance (unless damaged by a contracted employee of the Association), or any damage to property of any kind normally covered by homeowners insurance policies with extended coverage, including, but not limited to, such items as glass, garage doors, entrance doors and Owner's personal property. All exterior maintenance that is not the responsibility of the Association shall be the responsibility of each Owner of a townhome Unit and Lot.

All exterior surfaces of the townhome Units may be painted by the Owner in earth tone colors after first obtaining prior approval of the paint color from the Association. All exterior surfaces of all Units must be painted with the same paint color schemes to maintain uniformity. In the event the painting of all exterior surfaces of all Units is deemed necessary by the Board of Directors, the Owners may request the Association to arrange for, manage and pay for the painting of the exterior surfaces of all Units. Such request shall be made prior to such time as any such painting activity begins and by an affirmative vote of seventy-five percent (75%) of Members at an annual meeting of Members or by a special meeting of the Members called for such purpose in accordance with the Bylaws. In the event the Association manages and pays for the exterior painting of all Units, the Association may assess the respective Owner for the cost of such painting, and such assessment shall be added to and become an additional part of the assessment to which such Unit is subject under this Declaration. However, the Board of Directors may, but is not required to, after approval by no less than a sixty percent (60%) vote of the Board of Directors, use any additional funds that may be available to cover the costs for the exterior painting of an Owner's Unit if the Association managed and paid for the exterior painting of all Units.

With the respect to those maintenance obligations that are not the responsibility of the Association, including but not limited to exterior painting, gutter maintenance and repair, roof repair and replacement and landscape maintenance and replacement, in the event an Owner of any Unit fails to maintain the exterior of the Owner's Unit and any other improvements included on the Owner's Lot in a manner satisfactory to the Board of Directors, the Association, after approval by no less than a sixty percent (60%) vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon the Owner's Lot and to repair, maintain and restore the Unit and any other improvements erected on the Owner's Lot. The cost of such exterior maintenance shall be added to and become an additional part of the assessment to which such Unit is subject under this Declaration. Each Owner does hereby consent and grant to the Association a perpetual and permanent easement over and across such Unit and Lot at any reasonable time to perform such maintenance,

repairs and restoration of those maintenance obligations which are the responsibility of the Owner and which Owner has not performed as set forth in this paragraph, in order for the Association to perform the maintenance, repair and restoration described in this paragraph.

(2) 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 19A 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 19A through 22B, inclusive, in Deerfield hereby adopt this Amendment for the Lots named herein.

IN WITNESS WHEREOF, the Owners have caused these presents to be executed this 2<sup>nd</sup> day of December, 2006.

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

Eric Ruttum  
Eric Ruttum

Ken Gigstad  
Ken Gigstad

Karen Gigstad  
Karen Gigstad

Eleanor Noble  
Eleanor Noble

Steven Scheffert  
Steven Scheffert

Kathren Scheffert  
Kathren Scheffert