



**DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR WALNUT CREEK ESTATES  
LOTS 1 THROUGH 11 INCLUSIVE AND OUTLOT A**

THIS DECLARATION, made on the date hereinafter set forth by JABA ENTERPRISES, L.L.C., a Nebraska Limited Liability Company, hereinafter referred to as the "Declarant",

**WITNESSETH:**

WHEREAS, The Declarant is the Owner of the following described real property:

Lots 1 through 11, inclusive, and Outlot A, of Walnut Creek Estates, a Subdivision, as surveyed, platted and recorded in Sarpy County, Nebraska, and

WHEREAS, all of the above-described real estate has been zoned for single family use,

WHEREAS, the Declarant will convey said lots, subject to certain protective covenants, condition, restrictions, reservations, liens, and charges as hereinafter set forth,

NOW, THEREFORE, the Declarant hereby declares that all of the lots described above shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions, all of which are for the purpose of enhancing and protecting the value desirability and attractiveness of said lots. These easements, covenants, restrictions, and conditions, shall run with said real property, and shall be binding upon all parties having or acquiring any right, title or interest in the above described lots, or any part thereof, and they shall inure to the benefit of each owner thereof.

**ARTICLE I  
DEFINITIONS**

A. Association. "Association" shall mean and refer to Walnut Creek Estates Homeowners Association, Inc., a Nebraska non-profit corporation, and its successors and assigns.

B. Owner. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

C. Properties. "Properties" shall mean and refer to all such properties that are subject to the Declaration or any supplemental Declaration under the provisions hereof, which shall initially consist of Lots 1 through 11, inclusive, and Outlot A of Walnut Creek Estates, and such additions thereto as may hereinafter be brought within the jurisdiction of the Association.

D. Lot. "Lot" shall mean and refer to Lots 1 through 11, inclusive.



E. Declarant. "Declarant" shall mean and refer to JABA Enterprises, L.L.C., a Nebraska Limited Liability Company, and its successors and assigns.

F. Architectural Control Committee. "Architectural Control Committee" shall mean an individual or committee appointed by the Declarant, and its successors and assigns.

G. Common Properties. "Common Properties" shall mean and refer to Outlot A of Walnut Creek Estates, and any additional areas of land declared to be Common Properties in any Supplemental Declaration filed by the Declarant. All Common Properties shall be devoted to the exclusive common use and enjoyment of the Owners of the Properties, and Public Improvements for the benefit of the Lots and Owners.

H. Other Common Properties. "Other Common Properties" shall include such properties in Walnut Creek Estates as the Association shall from time to time determine, including easement areas where entrance gates or other structures, perimeter fences, and/or landscaping are located. Provided, however, the Association may remove or add property designated as Other Common Property from time to time.

I. Public Improvements. "Public Improvements" shall mean the streets, curbs, sanitary septic tank or other waste treatment system, storm drainage ways, storm sewers, water collection pond(s), fences relating to public improvements and other such structures or improvements.

J. Common Property Improvements. "Common Property Improvements" shall mean the entrance gates or other structures, perimeter fences, landscaping, entryway sign and other improvements on the Common Property or Other Common Properties owned, constructed or maintained by the Association for the benefit of Lot owners.

## ARTICLE II. ARCHITECTURAL CONTROL

A. Improvements Requiring Approval. No dwelling, fence, wall, shed, garage, driveway, patio, patio enclosure, deck, rock garden, swimming pool, television or radio antenna, satellite dish, solar collecting panels or equipment, air conditioning equipment, wind-generating power equipment, plants or other external improvements, above or below the surface of the ground shall be built, erected, placed, planted, altered or otherwise maintained or permitted to remain on any Lot, Common Property or Other Property, nor shall any grading, excavation or tree removal be commenced without express written prior approval of the Declarant through its Architectural Control Committee.

B. Factors Considered by Committee. The Declarant, through its Architectural Control Committee, shall consider general appearance, exterior color or colors, character, harmony of external design and location in relation to surroundings, topography, location within the lot boundary lines, quality of construction and size and suitability for residential purposes as part of its review procedure. Only exterior colors of certain earthtone hues will be acceptable. Designs of a repetitive nature and/or within close proximity to one another will not be approved. Superficial, cosmetic or minor architectural detail differences in like designs will not constitute a

basis for approval. The Architectural Control Committee specifically reserves the right to deny permission to construct or place any of the above-mentioned improvements which it determines will not conform to the general character, plan and outline for the development of the Properties.

C. Plans To Be Submitted. Documents submitted for approval shall be clear, concise, complete, consistent and legible. All drawings shall be to scale. Samples of materials to be included in the improvement may be required of the applicant at the discretion of the Architectural Control Committee. Submittals for the approval shall be made in duplicate and the comments and actions of the Architectural Control Committee will be identically marked on both copies of said submittals. One copy will be returned to the applicant, and one copy will be retained as part of the permanent records of the Committee.

Each applicant shall submit to the Architectural Control Committee, in duplicate, the following documents, materials and/or drawings:

1. Site Plan. Site plan indicating specific improvements and indicating Lot number, street address, grading, surface drainage, landscaping, fences and sidewalks.

2. Construction Plans. Complete construction plans, including, but not limited to, basement and upper floor plans, floor areas of each level, wall sections, stair and fireplace sections and exterior elevations clearly indicating flues or chimneys, type and extent of siding, roofing, other faces and/or veneer materials.

D. Time to Approve. The approval or disapproval of the Architectural Control Committee as required in these Covenants shall be in writing. Failure of the Architectural Control Committee to give either written approval or disapproval of submitted plans within thirty (30) days after receipt of all of the documents above, by mailing such written approval or disapproval to the last known address of the applicant as shown on the submitted plans, shall operate as a denial by the Architectural Control Committee.

E. Waivers and Substitutions. The Architectural Control Committee shall have the authority to waive or make substitutions, for provisions in these Covenants, Conditions and Restrictions ("Covenants") if (1) hardship will result by strictly applying the Covenants and (2) the waiver or substituted requirement will not materially change the objectives of these Covenants. Said (1) and (2) shall be determined in the sole and absolute discretion of the Architectural Control Committee.

### ARTICLE III. RESTRICTIONS FOR RESIDENTIAL UNITS

A. Only For Residential Purposes. The Lots shall be used only for residential purposes, and no Lot shall contain more than one (1) detached, single family unit. Only ranch, one and one-half (1-1/2) story and two (2) story residential units will be allowed in the project, except such other houses as shall be approved by the Architectural Control Committee.

B. Minimum Square Feet. No building shall be created, altered, placed or permitted to remain on any Lot other than the one (1) detached, single family dwelling referred to above, and said dwelling shall conform to the following requirements:

1. One-Story. A one-story house with attached garage (Ranch) shall contain a minimum of 3,000 square feet on the main floor, exclusive of garage area. The garage must be approximately at the same level as the main floor.

2. One And One-Half And Two Story. One and one-half and two story houses shall contain a minimum of 4,000 square feet total in area above the basement level.

C. Definitions. For the purposes of these restrictions, two-story height shall, when the basement wall is exposed above finish grade, be measured from the basement ceiling on the exposed side(s) to the eve of the structure on the same side(s).

Area means finished habitable space, measured to the exterior of the enclosing walls, and does not include porches, stoops, breezeways, courtyards, patios, decks, basements, garages or carports.

D. Maximum Height. The maximum height of the dwelling shall be two (2) stories. The basements is not considered a story even if it is one hundred percent (100%) above grade on one or more sides and essentially below grade on the other sides.

E. Garages. All dwelling units shall have attached, enclosed, side-by-side or tandem garages which must be capable of accommodating at least two (2) standard size automobiles per living unit.

F. Setbacks. All buildings shall be located at least thirty five (35) feet from the front Lot line, and a minimum of seventy-five (75) feet from the rear property line. All buildings shall have at least twenty-five (25) foot wide side yards or such larger side yard as may be required by the Architectural Control Committee to provide desirable separation between houses on adjoining lots.

G. Exposed Foundation. All exposed portions of the foundation on all sides of each dwelling are to be covered with clay-fired brick or stone.

H. Fireplaces and Furnace Flues. Every dwelling shall have at least one fireplace. All exposed fireplace chimneys must be faced with clay-fired brick or stone. No furnace flue may protrude more than four (4) feet from the roof of the dwelling, as measured from the top cap of the flue to the point from which the flue emerges from the roof. All furnace flues must be located on the rear side of the roof ridge within four feet of the roof ridge.

I. Fences. No fences may be built forward of the rear-most wall at each side (corner) of the rear of the dwelling. Fences shall be constructed only of decorative iron, brick or stone and are subject to the approval of the Architectural Control Committee referred to above. Wire or chain-link fences shall not be permitted. Temporary or permanent barbed wire, electrified, and/or snow fences are strictly prohibited. This provision shall not apply to the fence referenced in paragraph A of Article V.

J. Prohibited Structures. No structure of a temporary character, basement, tent, shack, shed, barn or other out building shall be erected on said Lot, or used as a residence, temporarily or permanently. No prefabricated or factory built house or residential dwelling built elsewhere shall be moved onto or assembled on any of said lots. No pre-cut dwelling shall be assembled on any of said lots. No full or partial subterranean dwellings or log houses shall be constructed or erected on any Lot. No dwelling shall be moved from outside of the Properties onto any of said Lots.

K. Roofs. No flat or mansard roof shall be permitted on any dwelling. All dwellings shall have a roof of high grade asphaltic shingles, slate or tile. Wood or shake shingles shall not be permitted. Each house shall have a minimum roof pitch on the main structure of 3/12, but the Architectural Control Committee shall have the authority to require a steeper roof pitch if it determines, in its sole discretion, it is desirable to do so.

L. Sidewalks. As of the date hereof, public sidewalks are not required to be installed on residential Lots. Public sidewalks, if required, would be the responsibility of, and would be constructed by, the then Owner of a Lot prior to the time of completion of a dwelling and before occupancy thereof. If sidewalks are ever required, the extent of the sidewalks, and the location, construction details, materials and grades shall be in accordance with the regulations of the City of Papillion and any revisions thereof. The maintenance of any such sidewalks, after construction, shall be the responsibility of the Owners of each of the Lots.

M. Drainage Plan. The Declarant has created a water drainage plan by grading the Properties and installing improvements and easements for storm drainage and has provided for a common septic tank or other waste treatment system by means of a Sanitary Improvement District for Walnut Creek Estates. No building shall be placed, nor any Lot graded, to interfere with or alter such water drainage plan, septic tank system, waste treatment system, or any other Public Improvements, or cause damage to neighboring buildings or Lots.

N. Restrictions on Pets. No stable or other shelter for any animal, livestock, fowl or poultry shall be erected, altered, placed or permitted to remain on any Lot. No animals, livestock, fowl or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats, or other household pets maintained within the dwelling may be kept, provided that they are not kept, bred or maintained for any commercial purpose and, that they are kept confined to the Lot of their Owner and are not permitted to run loose outside the Lot of the Owner.

O. General Appearance Restrictions. No incinerator or trash burner shall be permitted on any Lot. No garbage or 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 garage door shall be permitted to remain open except when entry to and exit from the garage are required. No clothesline shall be permitted outside of any dwelling at any time. Any exterior air conditioning condenser units or heat pump units shall be placed in the designated side or rear yard of the dwelling. Detached accessory buildings are not permitted.

P. Vehicle Restrictions. No automobile, boat, camping trailer, van-type campers, auto-driven trailer of any kind, other trailers, mobile home, motorcycle, snowmobile or other self-propelled vehicles shall be stored or maintained outside of the garage. For purposes of the preceding provision, stored or maintained outside of the garage" shall mean, parking the vehicle or trailer on the driveway, or any other part of the Lot, outside of the garage, for seven (7) or more consecutive days. All repair or maintenance work on automobiles, boats, camping trailers, van-type campers, auto-driven trailers of any kind, mobile homes, motorcycles, snowmobiles or other self-propelled vehicles must be done in the garage. The dedicated street right-of-way located between the pavement and the Lot line of any residential Lot shall not be used for the parking of any vehicle, boat, camper or trailer. Automobiles and other self-propelled vehicles parked out-of-doors within the premises above-described, or upon the streets thereof, must be in operating condition.

Q. Lots Free of Rubbish and Mowing. All Lots shall be kept free of rubbish, debris, merchandise and building material; however, building materials may be placed on Lots when construction is started on the main residential structure intended for such Lot. In addition, vacant Lots where capital improvements have not been installed shall not be used for dumping of earth or any other waste materials, and shall be maintained level and smooth enough for machine mowing. No vegetation on vacant Lots, where dwellings have not been constructed shall be allowed to reach more than a maximum height of twelve (12) inches, except for Permitted Vegetation, as that term is defined in paragraph Y, below. The Association shall have a right and easement to enter onto vacant Lots not complying with the above.

The Association shall have the right to clear/or mow Lots in violation-to-the above and to lien said Lots under provisions in Article IV hereof.

R. No Field Crops On Lots. Except for the purpose of controlling erosion on vacant Lots, no field crops shall be grown upon any Lot at any time.

S. Restrictions On Use Of Lot. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood, including, but not limited to, odors, dust, glare, sound, lighting, smoke, vibration and radiation. Further, no business enterprise shall not be permitted to take place within any of the residential dwellings on the Lots.

T. When Dwelling Completed. A dwelling on which construction has begun must be completed within one (1) year from the date the building permit was issued for said dwelling.

U. Gardens. Small vegetable gardens and rock gardens shall be permitted only if maintained in the designated rear yard of any Lot, behind the dwelling on said Lot. Further, rock gardens must be approved by the Architectural Control Committee.

V. When Dwelling Occupied. No residential dwelling shall be occupied by any person as a dwelling for such person until the construction of such dwelling has been completed, except for minor finish details as determined and approved by the Architectural Control Committee.

W. Advertising Signs. No advertising signs or posters of any kind shall be erected or placed on any said Lots, except the residential "For Sale" and "Sold" 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 signs erected by the Declarant, or its agents, in the development of Walnut Creek Estates.

X. Driveways. All driveways shall be constructed of concrete or brick.

Y. Lawns Sodded And Trees. The front, side and rear yards of all Lots shall be sodded, and two (2) trees, each not less than two (2) caliper inches in diameter, shall be planted in the front yard of each residence. No trees shall be planted in the dedicated street right-of-way located between the pavement and the lot line. All yards shall be sodded and the trees planted within one (1) year from the date that construction for the residence on the lot was initiated. Notwithstanding the foregoing, in order to provide for erosion control, the rear twenty-five (25) feet of each Lot shall be planted (and continuously maintained) with a cover of such native grasses, native or wild flowers and/or other plants as are approved by the Architectural Control Committee "Permitted Vegetation". Notwithstanding the foregoing, the Architectural Control Committee may, in its discretion, require that a strip up to twelve and one-half (12-1/2) feet in width adjoining the side lot line of each Lot be planted (and continuously maintained) with a cover of Permitted Vegetation, in place of sod. Permitted Vegetation may also be planted, in place of sod, (and after planting it must be continuously maintained) on such other portions of a Lot as are approved by the Architectural Control Committee. The evergreen trees along the rear portion of Lots 3, 4, 8 and 9 and Outlot A shall not be cut down (except as may be reasonably necessary in the event of disease or damage to the tree) and shall be continuously maintained and replaced as necessary by the owner of such Lot or outlot. The Association shall have the right if it so elects, to maintain, plant or otherwise care for all or part of the areas of Permitted Vegetation on any Lot.

Z. Antennas, Solar Panels, Windmills. No television antenna, no antenna of any kind or nature, no satellite dish, no solar collecting panels or equipment, and no wind generating power equipment shall be allowed in the subdivision.

AA. Mailbox. Mailboxes shall be constructed of wood or brick and mounted on a wooden post and of a design satisfactory to the Architectural Control Committee.

#### ARTICLE IV.

#### WALNUT CREEK ESTATES HOMEOWNERS ASSOCIATION, INC.

A. Membership. Declarant, and every Owner shall be a member of the Association. Memberships shall be appurtenant to and may not be separated from ownership of the lots.

Ownership of a Lot(s) shall be the sole qualification for membership. The foregoing is not intended to include persons or entities who hold any interest merely as security for the performance of an obligation.

B. Voting Rights. Members shall be entitled to one (1) vote for each lot owned. When more than one person holds an interest in any Lot or such portion of a Lot, all such



persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any one (1) Lot.

C. Covenants For Maintenance Assessments.

1. Creation of Lien and Personal Obligation of Assessments. The Declarant, for each lot owned, subject to Paragraph C of this Article, and each owner of any Lot, except those exempt under paragraph C of this article, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, hereby covenant, and agree to pay to the Association: (a) annual assessments or charges, (b) weed mowing and/or lot clearing assessments, and (c) special assessments for capital repairs, replacements and improvements (other than assessment for the initial entrance gate, perimeter fence and entryway sign which shall be paid for by the Declarant), all such assessments to be established and collected as herein provided. The annual assessments, weed mowing and/or lot clearing assessments, and special assessments, together with interest, costs, and attorney's fees, shall be a charge on the Lot and shall be a continuing lien on the Lot against which each assessment is made. ALL SUBSEQUENT PURCHASERS SHALL TAKE TITLE TO THE LOT SUBJECT TO SAID LIEN AND SHALL BE BOUND TO INQUIRE OF THE ASSOCIATION AS TO THE AMOUNT OF ANY UNPAID ASSESSMENTS. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person(s) who was the Owner of such lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by such person, but the lien shall continue on the Lot and the personal liability of the person who owned the Lot when the lien was created shall continue.

2. Purpose of Assessments. The assessments by the Association shall be used exclusively for the following purposes; (a) to maintain, repair, and operate the Common Properties and Other Common Properties, including but not limited to, Common Property Improvements and other improvements, structures, facilities and fixtures thereon and the grounds thereof, and personal property used in connection therewith; (b) to exercise the rights reserved to the Association in Paragraph Q of Article III hereof; (c) to acquire, construct, reconstruct, or replace new or existing capital improvements, structures, facilities and fixtures on the Common Properties and Other Common Properties, including personal property used in connection therewith; (d) to pay the costs and expenses of enforcing the provisions of these Covenants, Conditions, and Restrictions, including the fees of attorneys hired to represent the Association, court costs, witness fees, and related costs; (e) if the Association so elects, to maintain, plant and otherwise care for areas of Permitted Vegetation on any Lot; and (f) to carry out such other purposes as the Association shall from time to time determine to be in the best interests of it's members.

3. Annual Assessment. Each year, the Board of Directors of the Association shall adopt and fix in reasonably itemized detail an annual budget for the then anticipated expenses and costs for that year, and shall levy and collect an Annual Assessment from each Lot which, considering other sources of income, if any, shall be sufficient to fund the budget for said fiscal year. The Annual Assessment with respect to all Lots shall be uniform in amount.

4. Weed Mowing and/or Clearing Assessment. In the event the Association exercises its rights reserved in Paragraph Q of Article III hereof, the lien against the Lot shall be the amount the Board of Directors of the Association shall determine sufficient to cover the expense of mowing and/or clearing, plus any related administrative costs.

5. Special Assessments for Capital Improvements. In addition to the Annual Assessment authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a new or existing capital improvement, structure, facility, or fixture on the Common Properties and Other Common Properties, including but not limited to, Common Property Improvements and personal property related thereto. Provided, however, any such assessment shall have the assent of a majority of the votes of members who are voting in person or by proxy at a meeting duly called for this purpose.

6. Date of Commencement of Annual Assessments: Due Dates. The Annual Assessments provided for herein shall commence:

a. When Assessments Start. Beginning on the date of recording of this Declaration, all Lots shall be subject to the assessments contained herein.

b. When Assessed and Notice to Owners. The Board of Directors shall fix the amount of the Annual Assessment to be assessed against each Lot at least thirty (30) days prior to making the Annual Assessment. Written notice of the Annual Assessment shall be sent to each Owner subject thereto at least twenty (20) days prior to the due date of the assessment, or the first installment thereof, including the due dates and amounts thereof. The failure of the Board to so notify each Owner in advance shall not, however, relieve any owner of the duty and obligation to pay such assessment or any installment thereof. The Board shall have the authority, in its discretion, to require that all owners pay the annual assessment in one payment or in installments becoming due at such time or times during the assessment year and payable in such manner as determined by the Board. The Annual Assessments shall be and become a lien as of the date of the Annual Assessment.

c. Certificate Furnished Re: Payment of Assessment. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the association setting forth whether the assessments on a specific Lot have been paid. Such certificate shall be conclusive evidence of payment of any assessment therein-stated to have been paid.

7. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within the thirty (30) days after the due date shall bear interest from the due date at the rate of eleven percent (11%) per annum. The Association may bring an action against the Owner personally obligated to pay the same or foreclose the lien against the property in the same manner as provided by law for the foreclosure of mortgages. No owner may waive or otherwise escape liability for the assessments provided herein by non-use of the Common Properties, or Other Common Properties, or abandonment of his Lot.

8. Subordination of the Lien to Mortgages or Deeds of Trust. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed-of trust. Sale or transfer of any lot shall not affect the assessment lien.

9. Exempt Property. All properties dedicated to, and accepted by, a local public authority and all properties owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of Nebraska shall be exempt from the assessments created herein.

#### ARTICLE V. EASEMENTS AND LICENSES

A. Power, Telephone, and Cable TV Easements. A perpetual license and easement is hereby reserved in favor of and granted to U.S. West or Successor Telephone Company, a City of Papillion, or Sarpy County franchised cable television firm, and to the public power district serving the area, their successors, and assigns, to erect and operate, maintain, repair, and renew underground cables, underground conduits, and other related instrumentalities and to extend underground wires for the carrying and transmission of electrical current for light, heat and power and for all telephone and telegraph and message services and cable television under an 8-foot strip of land adjoining the rear boundary lines of each Lot and the northerly boundary line of Outlot A; provided, however, that said Lot line easement is granted upon the specific condition that if any of said utility companies fail to construct wires or conduits along any of the said lot lines within 36 months of the date hereof, or if any wires or conduits are constructed but hereafter removed without replacement within 60 days after their removal, then this Lot line easement shall automatically terminate and become void as to such unused or abandoned easement ways. No permanent buildings shall be placed in the perpetual easement way, but the same may be used for gardens, shrubs, landscaping, utilities and other purposes that do not then or later interfere with the aforesaid uses or rights herein granted.

B. All Lines Must Be Underground. All telephone, cable television and electric power lines on any Lot and on Outlot A shall be underground.

C. Well and Waterline Easements. A perpetual license and easement is hereby reserved in favor of and granted to Declarant, its successors, and assigns, to erect and operate, maintain, repair, and renew the existing water wells and associated pumps on Lots 4 and 9. A perpetual license and easement is hereby reserved in favor of and granted to Declarant, its successors and assigns, in connection with such wells, to erect and operate, maintain, repair, and renew water pipes, water lines, pumps, cables, conduits, and other instrumentalities and to extend wires for the carrying and transmission of electrical current for power therefore, on, over, under and across Lots 1, 2, 3, 4, 8, 9, and 10 and Outlot A. The location of the water pipes, water lines, cables, conduits, other instrumentalities and wire may be changed from time to time on any particular Lot or outlot by the Lot or outlot owner or Declarant, its successors, and assigns, at the sole cost and expense of the party making such change. No permanent buildings shall be placed in perpetual easement way, but the same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the aforesaid uses or rights herein granted.

D. Sanitary and Storm Sewer Easements. A perpetual license and easement is hereby reserved in favor of and granted to Sanitary and Improvement District 213 of Sarpy County, its successors, and assigns, to erect and operate, maintain, repair, and renew sanitary sewer lines, storm sewer lines, pipes, manholes, and other related instrumentalities on, over, under and across a 10 foot wide strip of land on each side of, and adjoining, the common boundary between Lots 3 and 4 and, the common boundary between Lots 8 and 9, and on, over and across a 20 foot wide strip of land adjoining the northerly boundary line of Lots 4, 8 and Outlot A. A perpetual license and easement is hereby reserved in favor of and granted to Sanitary and Improvement District 213 of Sarpy County, its successors, and assigns, to erect and operate, maintain, repair, and renew sanitary sewer lines, pipes, manholes, septic tanks, lift stations, leaching fields, artificial wetlands, storm water or other retention ponds, treatment facilities and structures, and other related instrumentalities on, over, under and across Outlot A. No permanent buildings shall be placed in the perpetual easement way, but the same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the aforesaid uses or rights herein granted.

E. Fence, Gate, Entryway Improvements and Entryway Sign Easements. A perpetual license and easement is hereby reserved in favor of and granted to the Association, its successors, and assigns, to erect and operate, maintain, repair, and renew fences, gates entryway improvements and entryway signs, cables, conduit, and other instrumentalities and to extend wires for the carrying and transmission of electrical current for power therefore, on, over, under and across a 10 foot strip of land adjoining the southerly boundary of Lots 1, 6, 11 and Outlot A. No permanent buildings shall be placed in perpetual easement way, but the same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the aforesaid uses or rights herein granted.

F. Drainage Way Easements. A perpetual license and easement is hereby reserved in favor of and granted to Sanitary and Improvement District 213 of Sarpy County, its successors, and assigns, to erect, grade, operate, maintain, repair, and renew surface drainage ways, and other related instrumentalities on, over, under and across a 10 foot wide strip of land on each side of, and adjoining, the common boundaries between Lots 1 and 2, 2 and 3, 3 and 4, 4 and 5, 5 and 6, 6 and 7, 7 and 8, 8 and 9, 9 and 10, and 10 and 11. No permanent buildings shall be placed in the perpetual easement way, but the same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the aforesaid uses or rights herein granted. Lot owners shall not alter the grades of the permanent easement ways or impede the flow of water through the easement ways, as the same may be from time to time established by SID 213, its successors and assigns.

#### ARTICLE VI. GENERAL PROVISIONS

A. Who May Enforce Covenants. The Declarant, its assigns, any owner of a Lot named herein, and the Association shall each have the right to enforce by proceeding at law or in equity, all restrictions, conditions, covenants, and reservations, now or hereinafter imposed by the provisions of this Declaration, either to prevent or restrain any violation of same, or to recover damages for such violation. In addition, the Association shall have the right to file law suits to collect assessments by foreclosing any liens on lots or proceeding against the owner of

the lot or against a former Owner who owned the Lot at the time the lien against the lot was established. Failure by the Declarant or by any Owner or the Association to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

B. Term of Covenants. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty-five (25) years from the date this Declaration is recorded.

C. Amendment. 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 it shall determine in its full and absolute discretion, for a period of five (5) years from the date hereof. Thereafter this declaration may be amended by an instrument signed by the Owners of not less than ninety percent (90%) of the lots covered by this Declaration.

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

E. Interpret Liberally Re: Association. The Association will have a major role in causing Walnut Creek Estates to be a desirable place to live. Therefore, the power of the Association herein shall be liberally and broadly interpreted to carry out said objective.

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2000-000529 m

IN WITNESS WHEREOF, the Declarant has caused these presents to be executed this  
30<sup>th</sup> day of December, 1999.

DECLARANT:

JABA ENTERPRISES, L.L.C.,  
a Nebraska Limited Liability Company

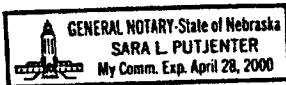
By:

Jeffrey R. Schmid  
Jeffrey R. Schmid, Manager

STATE OF NEBRASKA )  
COUNTY OF Douglas ) ss.

On this 6<sup>th</sup> day of January, <sup>2000</sup>~~1999~~, before me the undersigned, a Notary Public  
in and for said County and State, personally came JEFFREY R. SCHMID, known to me to be the  
Manager of JABA ENTERPRISES, L.L.C., a Nebraska Limited Liability Company, and  
acknowledged that he executed as the willful act and deed of such limited liability company.

Witness my hand and official seal the day and year last above written.



Sara L. Putjenter  
Notary Public