

**DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS OF ASPEN ESTATES,
A DEVELOPMENT IN BUTLER COUNTY, NEBRASKA**

THIS DECLARATION, made on the date hereunder set forth, is made by H-KO FARMS, LLC, a Nebraska limited liability company, hereinafter referred to as the “Declarant.”

PRELIMINARY STATEMENT

The Declarant is the owner of certain real property located within Butler County, Nebraska, and described as follows:

Parcels 1 through 10, inclusive, as reflected on the plat of survey recorded in Book 23, Page 173, in the Office of the Register of Deeds of Butler County, Nebraska, and attached hereto as Exhibit “A” (collectively referred to as “ASPEN ESTATES”).

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

The Declarant desires to provide for the preservation of the values and amenities of the ASPEN ESTATES development, for the maintenance of the character and residential integrity of the ASPEN ESTATES development, and for the acquisition, construction, and maintenance of Common Facilities for the use and enjoyment of the residents of the ASPEN ESTATES development.

NOW, THEREFORE, the Declarant hereby declares that each and all of the Lots 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 be subject to all and each of the following conditions and other terms:

ARTICLE I.

1. Lots 1 through 10, inclusive, in ASPEN ESTATES shall be used exclusively for single-family residential purposes; except for such Lots or parts thereof as may hereafter be conveyed or dedicated by Declarant, or its successors or assigns, for use in connection with a Common Facility.

2. No residence, building, fence (other than fences constructed by the Declarant), landscaping, wall, pathway, driveway, patio, patio cover enclosure, deck, rock garden, swimming pool, dog house, pool house, tennis court, flag pole, satellite receiving station or disc, solar heating or cooling, device, or other external improvement, above or below the ground (herein collectively referred to as “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 for Improvements which have been approved by Declarant, its successors and assigns, as follows:

A. An Owner desiring to erect an Improvement shall deliver two sets of construction plans, landscaping plans and plot plans to Declarant (herein collectively referred to as the “plans”). Such plans shall include a description of type, quality, color, and use of materials proposed for the exterior of such Improvement and proposed elevations of the Lot, including foundation and

driveway and all proposed set backs. Concurrent with submission of the plans, Owner shall notify the Declarant of the Owner's mailing address.

B. Declarant shall review such plans in relation to the type and exterior of Improvements constructed, or approved for construction, and landscaping on neighboring Lots and in surrounding area, and any general scheme or plans formulated by Declarant with regard to views, retaining natural environmental area, and character of the subdivision. In this regard, Declarant intends that the Lots shall form a quality residential community with Improvements constructed of high-quality materials, including but not limited to homes and landscaping with spectacular views and preservation of natural environmental areas to the extent possible. The decision to approve or refuse approval of a proposed Improvement, including but not limited to homes and landscaping, shall be exercised by Declarant to promote development of the Lots and to protect the values, character, and residential quality of all Lots. If Declarant determines that the proposed Improvement will not protect and enhance the integrity and character of all the Lots and neighboring Lots as a quality residential community, Declarant may refuse approval of the proposed Improvement.

C. Written Notice of any approval of a proposed Improvement shall be mailed to the owner at the address specified by the Owner upon submission of the plans. Such notice shall be mailed, if at all, within thirty (30) days after the date of submission of the plans. If notice of approval is not mailed within such period, the proposed Improvement shall be deemed disapproved by Declarant.

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

3. No single-family residence shall be created, altered, placed, or permitted to remain on any of Lots 1 through 10, inclusive, in ASPEN ESTATES, other than one detached single-family dwelling, with an attached two or three car garage, which does not exceed two stories in height. Such dwellings on any Lot shall conform to the surrounding dwellings of similar regime and any general scheme or plans formulated by Declarant. No additional buildings or structures may be erected, placed, or maintained on any Lot, other than barns, detached garages, outbuildings, sheds, fences, and patio walls. No such additional buildings or structures shall be used as a permanent dwelling, but may contain living quarters that are used from time to time on a temporary basis. All Improvements on any Lot shall comply with all side yard and set back requirements of the Zoning Code of Butler County, Nebraska, and any other applicable laws of any governing authority. No mobile, modular-style, or prefabricated home shall be placed or installed on any Lot without prior written consent from the Declarant, with the exception that Owner may obtain from Declarant a six-month permit for a mobile home to be temporarily placed on a Lot for the sole purpose of serving as temporary housing during construction of Owner's permanent dwelling on the Lot. The Architectural Control Committee will have sole discretion on approving plan size and appearance.

4. All foundations shall be constructed of poured concrete or concrete block.

5. Declarant has or may create a water drainage plan by grading the Properties and installing improvements and easements for storm drainage in accordance with generally accepted engineering principles. No building shall be placed, nor any Lot graded, to interfere with such water drainage plan nor

cause damage to the building or neighboring buildings. Silt fences shall be used to comply with this paragraph.

6. No streamers, posters, banners, balloons, exterior illumination, or other rallying devices will be allowed on any Lot in the promotion or sale of any Lot, residential structure or property unless approved in writing by the Declarant. No advertising signs, billboards, unsightly objects, or nuisances shall be erected, placed, or permitted to remain on any Lot except one sign per Lot consisting of not more than six (6) square feet advertising a Lot as "For Sale". No business activities of any kind whatsoever shall be conducted on any Lot including home occupations, except home office usage; nor shall the premises be used in any way for any purpose which may endanger the health or unreasonably disturb the owner or owners of any Lot or any resident thereof. Provided, however, the foregoing paragraph shall not apply to the business activities, signs and billboards, or the construction and maintenance of buildings, including model homes, if any, by Declarant, its agents or assigns, during the construction and sale of the Lots.

7. No obnoxious 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. 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.

8. No outside radio, television, ham broadcasting, earth station, satellite dish, or other electronic antenna or aerial shall be erected or placed on any structure or on any Lot, except, with the prior written approval of Declarant, one (1) satellite dish of 18" or less in diameter or diagonal measurement which is screened from view of any street or sidewalk will be permitted per Lot. The foregoing notwithstanding, any earth station, satellite dish, or other electronic antenna or aerial specifically exempted from restriction by statute, regulation, binding order of a court or governmental agency shall be maintained in accordance with the strictest interpretation or condition for such use as may be permitted by such order.

9. No repair of any boats, automobiles, motorcycles, trucks, campers (trailers, van-type, auto-drawn or mounted), snowmobiles, recreational vehicles (RV), other self-propelled vehicles or similar vehicles requiring a continuous time period in excess of forty-eight (48) hours shall be permitted on any Lot at any time, nor shall vehicles or similar chattels offensive to the neighborhood be visibly stored, parked, or abandoned on any Lot. No unused building material, junk, or rubbish shall be left exposed on the Lot except during actual building operations, and then only in as neat and inconspicuous a manner as possible.

10. No boat, camper, trailer, auto-drawn or mounted trailer of any kind, mobile home, truck, aircraft, camper truck, or similar chattel shall be maintained or stored on any part of a Lot (other than in an enclosed structure) for more than four (4) consecutive days and no more than thirty (30) days combined within any calendar year. No motor vehicle may be parked or stored outside on any Lot except vehicles, which are not trucks, campers, mobile homes, camper trucks, or similar chattels, driven on a regular basis by the occupants of the dwelling located on such Lot. No grading or excavating equipment, tractors or semitractors/trailers, or other commercial vehicles shall be stored, parked, kept, or maintained in any yards, driveways, or streets. However, this section does not apply to trucks, tractors, or commercial vehicles which are necessary for the construction of residential dwellings during the period of construction. All residential Lots shall provide at least the minimum number of off-street parking areas or spaces for private passenger vehicles required by the applicable ordinances of the Butler County, Nebraska.

11. No incinerator or trash burner shall be permitted on any Lot. No garbage or trash can or container or fuel tank shall be permitted to be stored outside of any dwelling unless completely screened from view, except on a designated day each week 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 Lot. No clothesline or other outside facilities for drying or airing clothes shall be permitted outside of any dwelling at any time. Produce or vegetable gardens may only be maintained in rear yards in an area no larger than eight (8) feet by ten (10) feet.

12. Construction of any Improvement shall be completed within one (1) year from the date of commencement of excavation or construction of the Improvement. No excavation dirt shall be spread across any Lot in such a fashion as to materially change the grade or contour of any Lot. 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 Declarant.

13. Subject to the specific requirements set forth below and all federal, state, and local laws, dogs, cats and other small animals which are of the customary household pet variety (including birds), in each case which do not make objectionable noise or constitute a nuisance to owners of neighboring Lots, may be kept on any Lot; provided that the total combined number of such household pets that may be kept on any Lot shall be restricted to no more than five (5) per Lot, no more than three (3) of which can be the same species. Any dog that barks or makes other noise outside the home of any Lot at any time shall wear electronic collars to prevent such barking or other noise. The construction plans, specifications, and the location of any dog house, dog run, kennel, or other shelter for pets must first be approved in writing by Declarant.

14. Subject to the specific requirements set forth below and all federal, state, and local laws, cows, horses, sheep, goats or hogs may be kept on any Lot provided that such large livestock animals do not constitute a nuisance to owners of neighboring Lots. The total combined number of such large livestock animals that may be kept on any Lot shall be restricted to no more than two (2) per acre of Lot size. The construction plans, specifications, and the location of any stable or other shelter for livestock must first be approved in writing by Declarant.

15. No Residence shall be constructed on a Lot unless the entire Lot as originally platted is owned by one owner of such Lot, except if parts of two or more platted Lots have been combined into one Lot which is at least as wide as the narrowest Lot on the original plat and is as large in area as the largest Lot in the original plat.

16. Declarant does hereby reserve unto itself the right to require the installation of siltation fences or erosion control devices and measures in such location, configurations, and designs as it may determine appropriate in its sole and absolute discretion.

ARTICLE II HOMEOWNERS ASSOCIATION

1. Definitions.

A. "Association" shall mean and refer to the ASPEN ESTATES HOMEOWNERS ASSOCIATION, its successors and assigns.

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

C. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may be subject to the jurisdiction of the Association.

D. "Lot" shall mean and refer to any plot of land shown upon any recorded plat map of the Properties.

E. "Declarant" shall mean and refer to H-KO FARMS, LLC, its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

2. The Association. Declarant has caused or will cause the incorporation of ASPEN ESTATES HOMEOWNERS ASSOCIATION, a Nebraska nonprofit corporation (hereinafter referred to as the "Association"). The Association has as its purpose the promotion of the health, safety, welfare, and enjoyment of the residents of the Lots, including:

A. The acquisition (by gift, purchase, lease, or otherwise), construction, landscaping, improvement, equipment, maintenance, operation, repair, upkeep, and replacement of Common Facilities for the general use, benefit, and enjoyment of the Members. Common Facilities may include dedicated and nondedicated roads, paths, ways and green areas for ASPEN ESTATES which common facilities may be situated on property owned or leased by the Association, on public property, on private property subject to an easement in favor of the Association or on property dedicated to or owned by a Sanitary Improvement District.

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.

C. The exercise, promotion, enhancement, and protection of the privileges and interests of the residents of ASPEN ESTATES; and the protection and maintenance of the residential character of ASPEN ESTATES.

3. Owners' Easements of Enjoyment and Delegation of Use. Every Owner shall have a right and easement of enjoyment in and to the Common Facilities which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

A. The right of the Association, its lessor, successor, and/or assigns, to promulgate reasonable rules for the use of any Common Facility;

B. The right of the Association to suspend the voting rights and right to use of the Common Facilities by an owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations; and

C. The right of the Association to dedicate or transfer all or any part of the Common Facilities to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3rds) of the Members has been recorded.

Any owner may delegate, in accordance with the roles and regulations of the Association, his right of enjoyment to the Common Facilities to the members of his/her family.

4. Membership and Voting. ASPEN ESTATES is divided into single family residential lots (which are collectively referred to as the “Lots”). The “Owner” of each Lot subject to this Declaration or any other Declaration filed against any or all of the Properties shall be a Member of this Association. For purposes of this Declaration, the term “Owner” of a Lot means and refers to the record owner, whether one or more persons or entities, of fee simple title to a Lot, but excluding however those parties having any interest in any of such Lot merely as security for the performance of an obligation (such as a contract seller, the trustee or beneficiary of a deed of trust or a mortgagee). The purchaser of a Lot under a land contract or similar instrument shall be considered to be the “Owner” of the Lot for purposes of this Declaration. With the exception of the Class B membership, as set forth below, the Owner of each Lot, whether one or more, shall have one vote on each matter properly before the Association. Membership shall be appurtenant to ownership of each Lot and may not be separated from ownership of each Lot.

The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- a. when the total votes outstanding in the Class A membership equal three-fourths (3/4ths) of the total votes outstanding in the Class B membership, or
- b. on June 1, 2025, or sooner at Declarant’s discretion.

5. Purposes and Responsibilities. The Association shall have the powers conferred upon nonprofit 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 acquisition (by gift, purchase, lease, or otherwise), development, maintenance, repair, replacement, operation and administration of Common Facilities, and the enforcement of the rules and regulations relating to the Common Facilities.
- B. The fixing, levying, collecting, 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 coverages for the Association, the Board of Directors of the Association, and the Members serving thereunder.
- D. The exercise of all the powers and privileges and the performance of all the duties and obligations of the Association as set forth in this Declaration, as the same may be amended from time to time.

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, investment, and reinvestment of Association funds in bank accounts, securities, money market funds or accounts, mutual funds, pooled funds, certificates of deposit, or the like.

G. The employment of professionals and consultants to advise and assist the Officers and Board of Directors of the Association in the general administration and management of the Association, and execution of such documents and doing and performance of their duties and responsibilities for the Association.

H. 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.

6. Mandatory Duties of Association. The Association shall maintain in generally good and neat condition any and all entrance ways, fences, signs and landscaping which have been installed by Declarant or the Association in easement or other areas of the ASPEN ESTATES subdivision. Further, the Association shall be responsible for the maintenance and upkeep, including grading, re-graveling, repairing and preventing erosion, and snow removal as needed, of the ASPEN ESTATES access road located in the easement area provided for in the Access Easement (the "Access Road").

7. Covenant for and Imposition of Dues and Assessments. The Declarant, for each Lot owned, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay dues and assessments as provided for herein. 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.

8. Abatement and Proration of Dues and Assessments. Notwithstanding any other provision of this Declaration, the Board of Directors shall abate one hundred (100%) percent of the dues or assessments due in respect of any Lot owned by the Declarant. Upon Declarant's transfer of its ownership interest in a Lot, said abatement shall cease. Dues and assessments shall be prorated on a monthly basis.

9. Liens and Personal Obligations for Dues and Assessments. The dues and assessments, together with interest thereon, costs, and reasonable attorney's fees shall be the personal obligation of the Owner of each Lot at the time when the dues and assessments first become due and payable. The dues and assessments, together with interest thereon, costs and reasonable attorney's 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.

10. Purpose of Dues. The dues collected by the Association may be committed and expended to accomplish the purpose of the Association described in Section 1 of this Article, and to perform the Powers and Responsibilities of the Association described in Sections 5 and 6 of this Article.

11. Maximum Annual Dues. Unless excess dues have been authorized by the Members in accordance with Section 13, below, the aggregate dues which may become due and payable in any year shall not exceed the greater of:

A. Beginning January 1, 2024, Seven Hundred Fifty and No/100 Dollars (\$750.00) per Lot; or

B. In each calendar year beginning on January 1, 2025, one hundred twenty-five percent (125%) of the aggregate dues charged in the previous calendar year.

12. Road Maintenance and Upkeep Assessments. In addition to the dues referred to in Section 11 above, the Board of Directors may levy road maintenance assessments for the purpose of defraying, in whole or in part, the maintenance and upkeep expenses for the Access Road; provided, however, that Lot 2 shall be exempt and excluded from any such special road maintenance and upkeep assessments assessed pursuant to this Section 12.

13. Excess Dues and Assessments. 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 maximums established in this Declaration.

14. Uniform Rate of Assessment. Assessments and dues shall be fixed at a uniform rate as to all Lots, but dues may be abated as to individual Lots, as provided in Sections 7, 8 and 12, above.

15. Certificate as to Dues and Assessments. The Association shall, upon written request and for a reasonable charge, furnish a certificate 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 the due date and amount of the next succeeding dues, assessment or installment thereof. The dues and assessment shall be and become a lien as of the date such amounts first become due and payable.

16. Effect of Nonpayment of Assessments - Remedies of the Association. Any installment of dues or assessment which is not paid when due shall be delinquent. Delinquent dues or assessment shall bear interest from the due date at the rate of rate of sixteen percent (16%) per annum or the legal rate of interest, whichever is less, compounded annually. 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 attorney's fees incurred by the Association with respect to such action. No Owner may waive or otherwise escape liability for the charge and lien provided for herein by nonuse of the Common Facilities 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 attorney's fees. The Association shall assign to such mortgagee all of its rights with respect to such lien and right of foreclosure and such mortgagee may thereupon be subrogated to any rights of the Association.

17. Subordination of the Lien to the Mortgagee. The lien of dues and assessments provided for herein shall be subordinate to the lien of any mortgage, contract, or deed of trust as collateral for a home improvement or purchase money loan. Sale or transfer of any Lot shall not affect or terminate the dues and assessments lien.

ARTICLE III. EASEMENTS

1. The easement provided for and reflected in that certain Access Easement recorded February ____, 2023, in Book ____, Page ____, in the Office of the Register of Deeds of Butler County, Nebraska (the "Access Easement"), shall be for the use and benefit of Lot 1 and Lots 3 through 10, inclusive, as provided in the Access Easement.

2. Other easements are or may be provided for in the final plat of ASPEN ESTATES and any other plats relating to the ASPEN ESTATES development which are or will be filed in the Office of the Register of Deeds of Butler County, Nebraska.

3. No permanent buildings, trees, retaining walls or loose rock walls shall be placed in the easementways but the same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the aforementioned uses or rights granted herein.

ARTICLE IV. GENERAL PROVISIONS.

1. Except for the authority and powers specifically granted to the Declarant, unless specifically assigned by the Declarant to the Association, the Declarant, the Association or any owner of a Lot named herein shall have the right to enforce by a proceeding at law or in equity, all reservations, restrictions, conditions, and covenants now or hereinafter imposed by the provisions of this Declaration either to prevent or restrain any violation or to recover damages or other dues of such violation. Failure by the Declarant, the Association, or 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.

2. Declarant may at its discretion add a second phase to this Declaration.

3. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date of this Declaration. Thereafter the covenants, restrictions, and other provisions of this Declaration shall automatically renew for successive ten (10) year periods unless terminated or amended by the owners of not less than seventy-five percent (75%) of said Lots, which termination or amendment shall thereupon become binding upon all Lots. For a period of ten (10) years following the date hereof, Developer, its successors or assigns, shall have the sole, absolute, and exclusive right to amend, modify, or supplement all of any portion of these Protective Covenants from time to time by executing and recording one or more duly acknowledged Amendments to Protective Covenants in the Office of the Register of Deeds of Butler County, Nebraska. Thereafter, 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.

4. All of the covenants and restrictions are made for the mutual and reciprocal benefit of each and every Lot and are intended to create mutual and equitable servitude upon each of said Lots in favor of each and all other Lots and to operate as covenants running with the land for the benefit of each and all other Lots and their respective owners. **THE COVENANTS AND RESTRICTIONS SHALL BE BINDING UPON THE OWNER OR OWNERS OF EACH LOT, UPON ANY PURCHASER OR PURCHASERS OF ANY SUCH LOT AND UPON THE HEIRS, LEGAL REPRESENTATIVES, SUCCESSORS OR ASSIGNS OF ANY SUCH OWNER OR OWNERS OR PURCHASER OR PURCHASERS EXACTLY AS IF EACH SUCH PARTY HAD PERSONALLY SIGNED AND ACCEPTED THIS DECLARATION.**

5. The Declarant, or its successor or assign, may terminate its status as Declarant under this Declaration, at any time, by filing a Notice of Termination of Status as Declarant. Upon such filing, or at

such time of Declarant no longer owning any lots subject to this Declaration, the rights of the Declarant shall automatically transfer to the Association and the Association may exercise such rights or appoint another entity, association, or individual to serve as Declarant, and the Association or such appointee shall thereafter serve as Declarant with the same authority and powers as the original Declarant.

6. Invalidation of any one or more provisions 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.

IN WITNESS WHEREOF, the Declarant has caused these presents to be executed this ____ day of February, 2023.

H-KO FARMS, LLC, "Declarant"

By: _____
_____, Member

STATE OF NEBRASKA)
) ss.
COUNTY OF BUTLER)

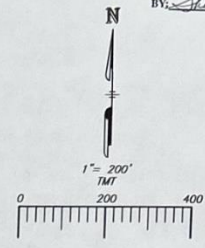
The foregoing instrument was acknowledged before me this ____ day of February, 2023, by _____, Member of H-KO FARMS, LLC, as Declarant.

Notary Public

EXHIBIT "A"

See attached.

RECORDED
BUTLER COUNTY, NEBRASKA
INST. 03-00173 PGS. 6
DATE February 14, 2023
TIME 10:46 Am
BY: *Shawn Libbey*
COUNTY CLERK/REGISTER OF DEEDS

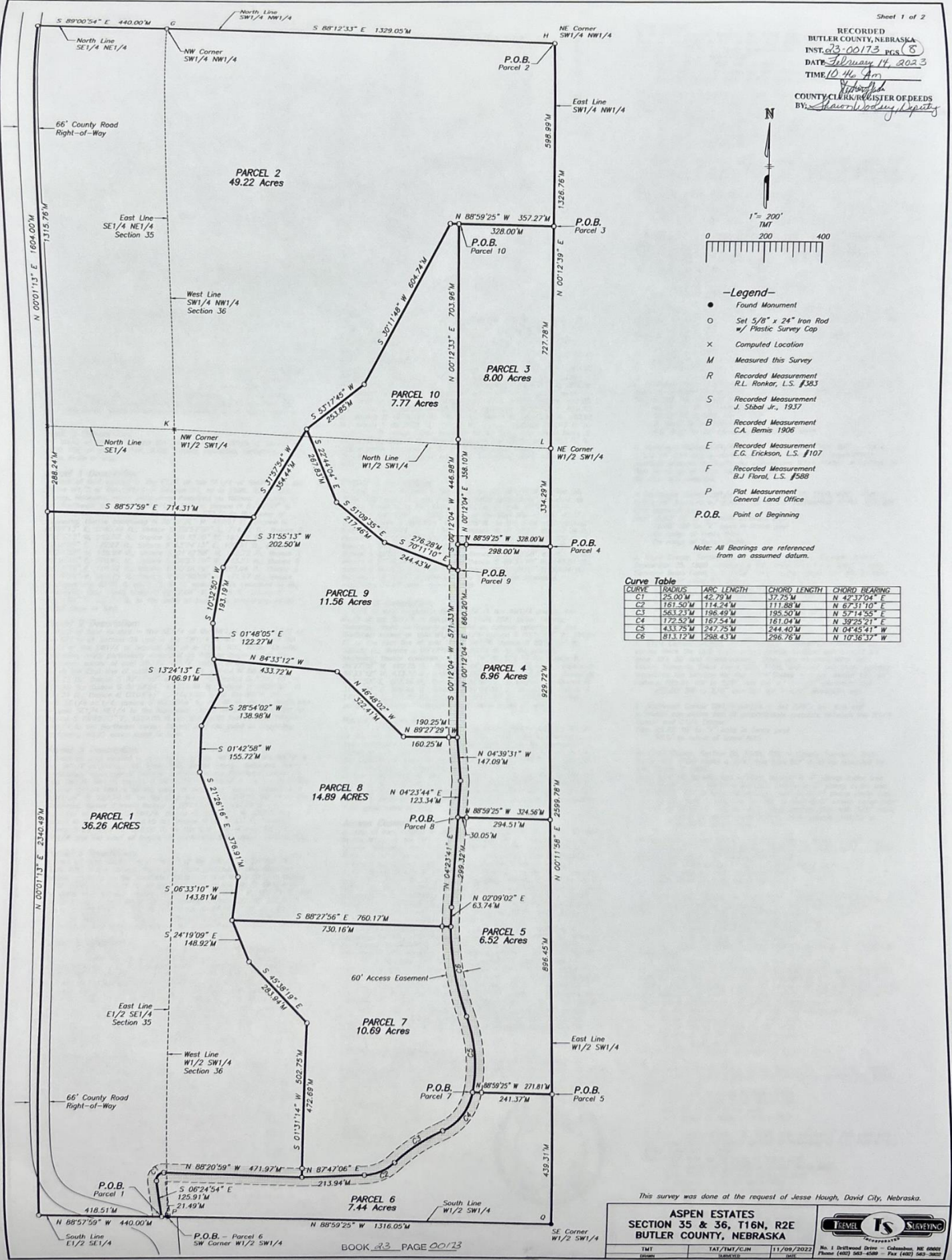


- Legend-**
- Found Monument
 - Set 5/8" x 24" Iron Rod w/ Plastic Survey Cap
 - x Computed Location
 - M Measured this Survey
 - R Recorded Measurement R.L. Ranker, L.S. #383
 - S Recorded Measurement J. Stibal Jr., 1937
 - B Recorded Measurement C.A. Bemis 1906
 - E Recorded Measurement E.G. Erickson, L.S. #107
 - F Recorded Measurement B.J. Floral, L.S. #588
 - P Plat Measurement General Land Office
 - P.O.B. Point of Beginning

Note: All Bearings are referenced from an assumed datum.

Curve Table

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	25.00'M	42.79'M	37.75'M	N 42°37'04" E
C2	167.50'M	114.24'M	111.68'M	N 67°31'10" E
C3	563.23'M	196.49'M	195.50'M	N 57°14'55" E
C4	172.52'M	167.54'M	161.04'M	N 39°25'21" E
C5	433.75'M	247.75'M	244.40'M	N 04°45'41" W
C6	873.12'M	298.43'M	296.76'M	N 10°36'37" W



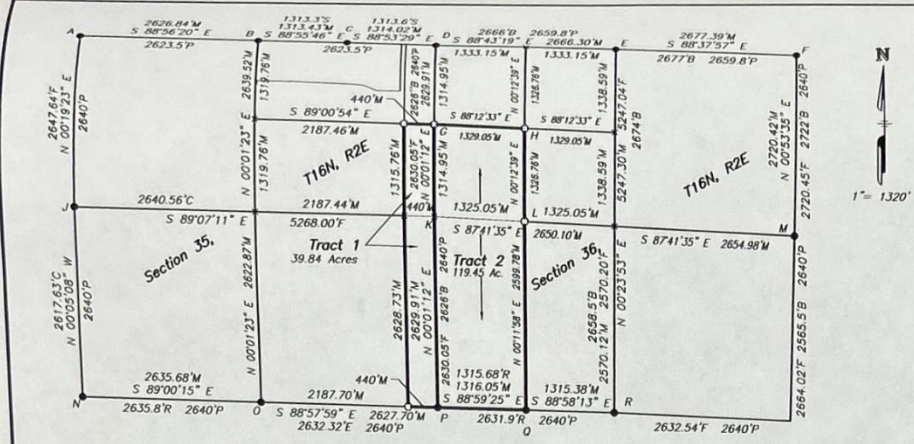
This survey was done at the request of Jesse Hough, David City, Nebraska.

ASPEN ESTATES
SECTION 35 & 36, T16N, R2E
BUTLER COUNTY, NEBRASKA



TMT 11/09/2022 No. 1 DuPont Drive - Columbus, NE 68601
Phone (402) 563-4580 Fax (402) 563-3822

BOOK 33 PAGE 0013



Note: All Bearings are referenced from an assumed datum.

Field Notes:

A. Northwest Corner, Section 35, T16N, R2E - found 5/8\"/>

C. Northwest Corner E1/2 NW1/4, Section 35, T16N, R2E - found 1/2\"/>

D. Northeast Corner, Section 35, T16N, R2E - found 5/8\"/>

E. N1/4 Corner, Section 36, T16N, R2E - found 1-1/4\"/>

F. Northeast Corner, Section 36, T16N, R2E - found 3/4\"/>

G. Northwest Corner SW1/4 NW1/4, Section 36, T16N, R2E - Set a 5/8\"/>

H. Northeast Corner SW1/4 NW1/4, Section 36, T16N, R2E - Set a 5/8\"/>

J. W1/4 Corner, Section 35, T16N, R2E - County Surveyor Grove September 25, 1880 recorded a E.C. Brink buried 14\"/>

K. E1/4 Corner, Section 35, T16N, R2E - Found no record of this corner since the G.L.O. I calculated search location and bugged an area 30' x 30' and found nothing. There are no occupation lines. County Surveyor, Brian Floral, L.S. #588, searched and found nothing. calculated the location for the E1/4 Corner and set distant ties as follows: 69.84' NW to 5/8\"/>

L. Southeast Corner SW1/4 NW1/4 - set 5/8\"/>

M. E1/4 Corner, Section 36, T16N, R2E - County Surveyor, Brian Floral, L.S. #588 found a 3/4\"/>

N. Southwest Corner Section 35, T16N, R2E - found 1-7/8\"/>

O. S1/4 Corner Section 35, T16N, R2E - found 1-3/4\"/>

P. Southeast Corner Section 35, T16N, R2E - found 5/8\"/>

Q. Southeast Corner W1/2 SE1/4, Section 36, T16N, R2E - found 1/2\"/>

R. S1/4 Corner, Section 36, T16N, R2E - found 2\"/>

Parcel 7 Description:

A tract of land located in the W1/2 of the SW1/4 of Section 36, T16N, R2E, Butler County, Nebraska, more particularly described as follows: referring to the Southeast corner of said W1/2 SW1/4, thence N 00°11'58\"/>

Parcel 8 Description:

A tract of land located in the W1/2 of the SW1/4 of Section 36, T16N, R2E, Butler County, Nebraska, more particularly described as follows: referring to the Southeast corner of said W1/2 SW1/4, thence N 00°11'58\"/>

Parcel 9 Description:

A tract of land located in the SW1/4 of the NW1/4 and in the W1/2 of the SW1/4 of Section 36, T16N, R2E, Butler County, Nebraska, more particularly described as follows: referring to the Northeast corner of said W1/2 SW1/4, thence S 00°11'58\"/>

Parcel 10 Description:

A tract of land located in the SW1/4 of the NW1/4 and the W1/2 of the SW1/4 of Section 36, T16N, R2E, Butler County, Nebraska, more particularly described as follows: referring to the Northeast corner of said SW1/4 NW1/4, thence S 00°12'39\"/>

Access Easement

A strip of land located in the E1/2 of the SE1/4 of Section 35, and in the W1/2 of the SW1/4 of Section 36, all in T16N, R2E, Butler County, Nebraska, said strip is 60.00 ft. in width, being 30.00 ft. on each side of a reference line, said reference line more particularly described as follows: referring to the Southwest corner of said W1/2 SW1/4, thence N 88°57'59\"/>

Surveyor's Statement:

I, Thomas A. Tremel, a Registered Land Surveyor in the State of Nebraska, hereby state that this survey was conducted under my direct supervision and is correct to the best of my knowledge and belief and is in accordance with the Minimum Standards for Surveys in Nebraska.

Thomas A. Tremel, L.S. #455
November 9, 2023
Revised Access Easement:
February 1, 2023

