

WASHINGTON COUNTY, STATE OF NEBRASKA

INSTRUMENT NO. 201300464

Karen A. Madsen

REGISTER OF DEEDS

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

**FIFTH AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS, AND EASEMENTS FOR
ALL LOTS IN NORTHWOODS ESTATES AS SURVEYED,
PLATTED AND RECORDED IN WASHINGTON COUNTY, NEBRASKA.**

COMES NOW Northwoods Estates, Inc., the Declarant under a Declaration of Covenants, Conditions, Restrictions, and Easements for Northwoods Estates, which original Declaration was filed and recorded in Book 246 at Pages 238 through 258 in the Numerical Index at Washington County, Nebraska filed on the 3rd of November, 1995, and amended on the 9th of February, 1996 by filing such Amendment at Book 249, Page 358 in the Numerical Index at Washington County, Nebraska, and furthermore amended on the 27th day of March, 1998 by filing a Second Amendment in Book 279 at Pages 686 through 690 in the Numerical Index at Washington County, Nebraska, and furthermore amended on the 6th day of November, 1998 by filing a Third Amendment in Book 291 at pages 583 through 588 in the Numerical Index at Washington County, Nebraska and furthermore amended on the 19th day of December, 2003 by filing a Fourth Amendment in Book 426 at pages 808 through 810 in the Numerical Index at Washington County, Nebraska and pursuant to ARTICLE XI, Section 2, of such Declaration hereby amends for a fifth time the Declaration as follows:

Article VII, Section 3, is eliminated in its entirety and replaced with the following:

Section 3. Guidelines and Restrictions. All exterior painting must be approved by the Architectural Control Committee or by the Declarant prior to the initial painting or any repainting or changes of color or repainting of any unit. Unless the

Architectural Control Committee or the Declarant approves otherwise, all Living Units shall have wood, tile, slate or asphalt shingles. (Asphalt shingles must be equal to or similar to Certaineed "Presidential" or "Manor Series" Shingles.) All fences are to be natural wood, PVC, or wrought iron to blend with the home exterior. The Declarant and/or Architectural Control Committee shall exercise its best judgment to see that all improvements, construction, landscaping and alterations on lands within The Properties conform to and harmonize with existing surroundings and structure.

Article VII, Section 5, is eliminated in its entirety and replaced with the following:

Section 5. Liability. Neither the Architectural Control Committee nor the Declarant shall be liable in damage to any person submitting requests for approval or to any Owner within The Properties by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove with regard to such requests submitted to either the Declarant or the Architectural Control Committee.

Article VIII, is eliminated in its entirety and replaced with the following:

ARTICLE VIII

COMMON SCHEME FOR DEVELOPMENT

The following items are adopted to support a common scheme for the development of the Lot(s) and Common Properties for the benefit of each other Lot(s) and the Common Properties, and may be enforced by any other Owner of a Lot(s), or of the Common Properties, or the Association. These common schemes will be enforced unless the Architectural Control Committee or the Declarant approves a variance to such common schemes in their/its absolute discretion:

- (a) No Lot shall be used except for residential purposes.
- (b) 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.

- (c) No structure of a temporary character, trailer, basement, tent, shack, barn or other outbuilding shall be erected upon, or used, on any Lot any time as a residence, either temporarily or permanently.
- (d) Dwellings shall not be moved from outside of Northwoods Estates to any Lot within this addition.
- (e) No unused building material, junk or rubbish shall be left exposed on any Lot except during actual building operations. No repair of automobiles will be permitted outside of garages on any Lot at any time.
- (f) No boat, camping trailer, auto-drawn trailer of any kind, mobile home, truck, motorcycle, grading or excavating equipment or other heavy machinery or equipment, vehicle undergoing repair, or aircraft shall be stored outside the garage or in any manner left exposed on any Lot at any time. Storage of motor homes shall specifically require written approval by the Architectural Control Committee.
- (g) Except for the purpose of controlling erosion on vacant Lots, no field crops shall be grown upon any Lot, at any time, however, family gardens are permitted.
- (h) No incinerator or trash burner shall be permitted on any Lot unless the same is incorporated into the Living Unit and not exposed to view from the outside of the Living Unit. No garbage or trash can or container or fuel tank shall be permitted to remain outside of any Living Unit unless completely screened from view from every street and from all other Lots in the addition. No garden, lawn or maintenance equipment of any kind whatsoever shall be stored or permitted to remain outside of any Living Unit except when in actual use unless completely screened from view from every street and from all other Lots in the addition. No clothes line shall be permitted outside of any Living Unit at any time except one umbrella type clothes line per Lot. Any exterior air-conditioning condenser unit shall be placed in the rear or side yard.
- (i) 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 Living Unit may be kept, provided they are not kept, bred or maintained for any commercial purpose, and provided further that the total number of dogs

and cats kept within the Living Unit or on the Lot shall not exceed four (4). It is intended specifically to prohibit horses, ponies or other animals sheltered outside the Living Unit except for the single dog house permitted in Article VIII(j). Any type of improvement for a dog or a cat must be approved with the Architectural Control Committee.

(j) No stable or other shelter for any animal, livestock, fowl or poultry shall be erected, altered, placed or permitted to remain on any Lot except that a dog house shall be permitted provided the construction plans and specifications and the location of the proposed structure have been first approved in writing by the Architectural Control Committee using the provision set forth in this Article VII.

Subparagraph (k) as amended by the Third Amendment to the Declaration filed November 6, 1998, and recorded in Book 291, Page 583-588 in the Numerical Index of Washington County, Nebraska, is for purposes of convenience restated herein:

(k) Except as hereinafter provided (in subparagraphs 1 through 8), no sign, billboard or other structure for advertising, the display of advertising material or any kind of notice or announcement shall be erected, altered, placed or permitted to remain on any Lot.

Exceptions to this restriction are as follows:

(1) Real estate for-sale or for-rent signs of a size no greater than 4.5 square feet shall be permitted temporarily in the yards of Living Units which are being offered for sale or rent.

(2) Thirty (30) days prior to a primary or general election an Owner of a Lot may post signs which endorse or oppose the election of a candidate, an initiative or referendum, but only to the extent that such signs relate directly to issues in which the Lot Owner is entitled to vote upon. Such signs shall only be yard signs that are to be secured into the ground through the use of a wooden or metal stake(s) no greater than three (3) feet in length and the sign itself shall be no greater than thirty (30) inches in height and thirty-six (36) inches in width. The sign must be removed

within seven (7) days after the election. No more than one (1) sign for each candidate, initiative or referendum shall be allowed on each Living Unit with a maximum of three (3) yard signs to be displayed at any one time on any one time on any Living Unit Lot. On non-Living Unit Lots, the maximum number of yard signs to be displayed at any one time shall be two (2).

(3) The following types of signs shall be permitted subject however to the Board of Directors approval or approval by a committee appointed by such Board of Directors which shall review and approve sign(s) and the location of such sign(s) on Lots in which there is an occupied Living Unit. The type of sign which shall be permitted by the Board or committee includes addresses, property name, names of occupants, security protection signs and gate operational signs.

(4) The Board of Directors or an appointed committee shall within thirty (30) days following the filing of this Third Amendment to Declaration of Covenants select uniform "Private Property" signs which will be made available for purchase by Owners of undeveloped Lots or by Owners of Lots abutting the development's common property walking paths. These "Private Property" signs shall provide notice to other homeowners, guests, visitors or third parties, that certain parcels of land are privately owned and not part of the Common Properties. Each Lot Owner shall be entitled to purchase "Private Property" signs for his/her undeveloped Lot line that faces a designated roadway within the Northwoods Estates development. Furthermore, on the rear property lines of properties that abut common area walk ways, Lot Owners shall be entitled to purchase "Private Property" signs. The Board of Directors or a committee if so appointed shall advise in writing each Lot Owner, the number of "Private Property" signs that the Lot Owner will be entitled to have. Furthermore, the Board of Directors shall generally indicate to the Lot Owner where such "Private Property" signs will be posted. The purpose of the "Private Property"

signs will be to provide a conspicuous notice to all who would happen upon the property.

(5) The Board of Directors or a committee appointed by the Board of Directors shall be responsible for the posting of "Private Property" signs and exterior signs surrounding the Common Properties of the development which will provide notice against trespassing, such signs shall be posted as necessary to deter trespassing or interference with the Homeowners use and enjoyment of the Common Properties.

(6) No sign, billboard or other structure shall be allowed to be erected, placed or permitted to remain on any Common Properties which sign, billboard or other structure has for its purpose the endorsement or opposition of any political candidate, issue or referendum.

(7) No sign, billboard or other structure shall be allowed to be erected, placed or permitted to remain on the Common Properties located to the west of the gate entrance to the development except for regulatory signs designed for public safety including but not limited to usual and customary traffic control, speed and directional signs, utility location signs, public safety signs, no trespassing signs, private property signs and signs which prohibit soliciting. The signs identified within this sub-paragraph shall be erected and maintained on the Common Properties as prescribed by the Board of Directors of the Homeowners Association unless such authority is delegated to a committee appointed by the Board of Directors.

(8) The restrictions regarding signs (sub-paragraph k) shall not prohibit: (i) the Declarant from posting or displaying commercial marketing signs east of the gate entrance to the development; (ii) the Declarant from posting one informational sign on Lots remaining to be sold by the Declarant the dimensions of which sign will be 12 inches by 12 inches with such sign displaying the numbers of acres, Lot number and general diagram of the Lot; (iii) the Declarant, a contractor or sub-contractor from posting commercial development signs on a Lot which is a Living Unit is being constructed (no earlier than commencement of construction)

provided however, that such signs shall not exceed five (5) in number, shall not be more than one (1) per Declarant, contractor or sub-contractor and, not exceed three (3) feet by four (4) feet in dimension. Such signs shall be removed when the Living Unit has been completed and has received a final inspection certificate issued by the building inspector.

(l) Exposed portions of the foundation on the front of each Living Unit are to be covered with either siding or brick and exposed portions of the foundation on the sides and rear of each Living Unit shall be either covered with brick or siding or shall be painted.

(m) Unless otherwise approved by Architectural Control Committee or Declarant, all Living Units shall have wood, tile, slate or asphalt shingles. (Asphalt shingles must be equal to or similar to Certainteed "Presidential" or "Manor Series" Shingles.)

(n) All Living Units shall have indoor garage space for a minimum of two (2) automobiles.

(o) All fences shall be natural wood, PVC, or wrought iron to blend in with the home exterior, and fences erected in the front yard of the Living Unit shall be no greater than six feet in height;

Subparagraph (p) as amended by an Amendment to the Declaration filed February 9, 1996, recorded in Book 249 at Page 358 in the Numerical Index in Washington County, Nebraska, is for purposes of convenience restated herein:

(p) The setbacks for the Property to be developed for the Living Units shall be as follows and no buildings shall be erected, located or permitted to remain:

- (i) Nearer than twenty-five feet to the front Lot line.
- (ii) Nearer than fifty feet to the rear Lot line.
- (iii) Nearer than twenty-five feet to the side lines of any Lot.
- (iv) Nearer than ten feet to the easement lines.

The minimums established for finished living area exclusive of open porches, breezeways and garages are: Not less than 2,000 square feet on the

ground floor for a one story house; 2,300 square feet minimum throughout the house for a bi-level, tri-level, split entry or one and one-half story house.

(q) A Living Unit on which construction has begun must be completed within eighteen (18) months from the date the foundation was dug for said Living Unit.

(r) No use shall be made of the Common Properties which will in any manner violate the statutes, rules or regulations of any governmental authority having jurisdiction over the Common Properties.

(s) No Owner, other than the Declarant, successors and assigns, shall place any structure whatsoever upon the Common Properties, nor shall any Owner engage in any activity which will temporarily or permanently deny free access to any part of the Common Properties to all members.

(t) The use of the Common Properties shall be subject to such rules and regulations as may be adopted from time to time by the Board of Directors of the Association.

(u) No septic system components shall be closer than 50 feet to the lot line or the requirements as adopted by Washington County whichever is greater. An inspection must be performed by a representative of the Nebraska Department of Health or other, applicable regulatory agency before the underground septic system is covered. The inspection must pass all applicable regulatory requirements.

(v) If more than one adjoining Lot is sold to the same Owner or his/her spouse, such Owner shall not be required to construct a Living Unit on more than one Lot.

Article XI, Section 1 is eliminated in its entirety and replaced with the following:

Section 1. Duration. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, the Declarant, or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of twenty (20) years from November 3, 1995, the date the original Declaration was recorded and

thereafter, shall extend for successive periods of twenty (20) years unless this section is amended pursuant to the terms herein.

Article XI, Section 2, is deleted in its entirety and replaced with the following:

Section 2. Amendments. The covenants and restrictions of 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, until such time as the Declarant has conveyed fee simple title to all of its Lots as identified in the Fourth Amendment to the Declaration filed December 19, 2003, and recorded in Book 426, Page 808-810 in the Numerical Index of Washington County, Nebraska (Lots 1-38). Thereafter this Declaration may be amended by an instrument signed by the Owners of not less than two-thirds (2/3) of the Lots covered by this Declaration. Written notice of any proposed amendment and a meeting to be called for such purpose must be sent at least sixty (60) days but not more than ninety (90) days prior to such proposed meeting, by the Board of Directors of the Association. The notice will contain the full text of the proposed amendment and the date, time and place of the meeting. Any such amendment so adopted and executed must be properly recorded.

ARTICLE XI, a Section 6 is hereby created and shall read as follows:

Section 6. Outlot J - Pond. Outlot J as it relates to the Pond shall have the following restrictions upon its use:

1. No Member, Owner, owner of any lot, guest, invitee or family member of Member or of Owner, as defined in the Declaration of Covenants herein, shall use the Pond to swim, ice fish, ice skate, walk upon the ice, or recreate in any manner upon the ice. The Pond referenced in this prohibition relates to the Pond located on Outlot J within Northwoods Estates.

ARTICLE XI, a Section 7 is hereby created and shall read as follows:

Section 7. Recreational Vehicles. Except as may be used by the Declarant for construction or maintenance activities, no motorized vehicle of any type shall be allowed at any time on any of the walking trails located in Northwoods Estates. All walking trails are hereby designated for nonmotorized use only.

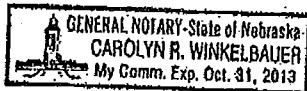
IN WITNESS WHEREOF, the Declarant has caused these presents to be executed this 23 day of January, 2013.

Northwoods Estates, Inc.,
a Nebraska Corporation,

By: [Signature]
Its: President

State of Nebraska)
County of Douglas) ss:

The foregoing instrument was acknowledged before me this 23rd day of January, 2013 by Carl Hofer on behalf of Northwoods Estates, Inc., a Nebraska corporation, on behalf of the corporation.



[Signature]
Notary Public