

Rhonda J Andresen  
ASSESSOR/REGISTER OF DEEDS  
SAUNDERS COUNTY NE  
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BOOK GEN 540  
PAGE 182 TO 186  
INST# 2020-07-550  
*Rhonda J Andresen*  
Electronically Recorded

550-1

**Please return to: LUTTON LAW OFFICE, LLC, 1442 Silver Street, Ashland, NE 68003 (402) 944-3383**

**AMENDMENT TO  
DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS,  
EASEMENTS AND DEDICATIONS  
FOR  
HIDDEN TIMBERS ESTATES,  
A SUBDIVISION IN SAUNDERS COUNTY, NEBRASKA**

**THIS AMENDMENT, made on the date hereinafter set forth by WEST LIMITED  
L.L.C., a Missouri Limited Liability Company, "Declarant",**

**PRELIMINARY STATEMENT**

WHEREAS, Declarant is the sole owner of certain real property, more particularly described Lots 1 through 9, Hidden Timbers Estates, a subdivision located in the South Half of the Southwest Quarter of Section 34, Township 17, Range 8, as surveyed, platted and recorded in Saunders County, Nebraska, and

WHEREAS, said real property is subject to a Declaration of Protective Covenants, Conditions, Restrictions, Easements and Dedications dated February 5, 2018 and filed with the Register of Deeds of Saunders County, Nebraska on February 5, 2018 in Book 500 of General at Pages 299 to 311, and as Instrument Number 2018-02-090 (hereinafter, the "Declaration").

WHEREAS, Declarant desires to amend and replace ARTICLE 6 of the Declaration, as hereinafter set forth, pursuant to Section 7.7 thereof.

NOW, THEREFORE, Declarant hereby declares that each and all of the Lots shall be held, sold and conveyed subject to the following covenants, conditions, restrictions, easements and dedications, 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 covenants, conditions, restrictions, easements and dedications 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 thereof, as is more fully described herein. The Lots, and each Lot is and shall be subject to all and each of the following conditions and other terms.

**ARTICLE 6  
USE RESTRICTIONS AND EASEMENTS**

**Section 6.1 Residential Nature.** All lots covered in this Declaration shall be used only for residential purposes, except such Lots as may be hereinafter conveyed or dedicated by the undersigned for public uses.

**Section 6.2 Noxious/offensive Trade or Activity.** No noxious or offensive trade or activity shall be carried on upon any Lots covered by this Declaration nor shall anything done thereon that may be or become an annoyance or nuisance to the neighborhood. Said Lots shall not be used in any way or for any purpose that may endanger the health or reasonably disturb the quiet of any owner of adjoining lands.

### **Section 6.3 Basic Structure Requirements.**

**Section 6.3.1** No more than one (1) main residential structure may be erected upon any one (1) Lot as originally platted, provided however, that parts of two (2) or more private Lots may be combined into one (1) building plot if the plot is at least equal in size to the largest of said Lots as originally platted. No Lot as originally platted shall be used as a building plot if it has been reduced below Seventy Percent (70.0%) of its original platted size.

**Section 6.3.2** All Lots shall be used exclusively for single-family residential dwellings and purposes. Only one (1) residence shall be constructed on any such Lot, and single-family dwellings only shall be permitted. Home-based businesses are permitted, as long as the business operations are maintained inside the home or outbuilding.

**Section 6.3.2.1** For one-story structures on Lots, the ground floor enclosed living area of the main residential structure, exclusive of open breezeways, basements and garages shall not be less than one thousand three hundred and fifty square feet (1,350sqft) minimum size.

**Section 6.3.2.2** For two-story structures on Lots, the ground floor enclosed living area of the main residential structures, exclusive of open breezeways, basements and garages shall not be less than one thousand one hundred square feet (1,100sqft) and with the total living area of both stories not less than one thousand seven hundred and fifty square feet (1,750sqft) total minimum size.

**Section 6.3.3** Each dwelling shall also have an attached private garage not less than six hundred and seventy-two square feet (672sqft), and each garage door that provides vehicle access thereto shall be equipped with an electric garage door opener.

**Section 6.3.4** A minimum of Twenty-Five Percent (25.0%) of the exposed front walls and any foundation walls facing all main residential structures must be constructed of or faced with brick, simulated brick, stone, stucco, or other material approved by Declarant.

**Section 6.3.5** Chimneys of all fireplaces on the exterior of any single-family residence constructed on any Lot shall be faced with brick, simulated brick, stone, stucco or siding and equipped with spark arrestors.

**Section 6.3.6** Up to two (2) outbuildings may be constructed on each Lot. Size shall be determined by the County based on previous residential and outbuilding sizes. Outbuildings must be placed behind or beside the main residential structure. All plans for design and placement of outbuildings must go before the Architecture Committee as set forth in Article 5. No galvanized siding will be allowed.

**Section 6.3.7** No galvanized siding will be allowed on the exterior of any single-family residence or outbuildings located on the Lots.

**Section 6.4 Restricted Buildings.** No house trailer, basement tent, shack, barn or other outbuilding shall be built, erected or placed upon any Lot covered by this Declaration.

**Section 6.5 Construction/Reconstruction Requirements.** No existing structure shall be moved onto any Lot except that temporary structures may be used for storage of tools and materials during construction of homes. All approved construction shall be completed within fourteen (14) months of start of construction, other than force majeure. In cases of force majeure, reconstruction must not be completed within twelve (12) months of the peril; however, debris must be removed from the property within a reasonable timeframe. At all times, including during the construction of a house or

improvements on the property, Owner shall keep a container on the property and cause all building materials, wrappers, and other waste to be placed in the container. Roll-offs and other similar trash containers shall not be allowed to be on the premises for any continuous time period exceeding sixty (60) days, with the exception of during construction. Each Lot Owner shall promptly pick up and properly dispose of any debris caused by wind, vandalism, or careless disregard, which is on the property or has been distributed upon neighboring properties.

**Section 6.6 Septic Tanks.** Where septic tanks are used, they shall be maintained in good condition, and laterals buried in such manner that there will be no surface drainage onto other Lots and will be constructed so as to comply with regulations established by the Nebraska Department of Health. Septic's lateral set back is seventy-five feet (75ft) from all Lot lines.

**Section 6.7 Plantings.** Upon completion of the residential structure, each Lot must be seeded, or sown in grass or sodded. Each Lot Owner is responsible for controlling the growth and spread of noxious weeds on his or her property including the strip next to and behind any fence. All weeds must be cut before they exceed sixteen inches (16in). In the event a Member fails to control such growth, the Association may cause the weeds to be controlled through mowing or spraying, in which event the charges incurred therefore shall be added to and become a part of the Lot Owner's annual assessment. Nonpayment of such assessment will result in the filing of a lien against the property and be subject to such other enforcement and collection privileges as other assessments that are lawfully made by the Association.

**Section 6.8 Driveways, Curbing and Culverts.** Driveways shall be constructed so as not to interfere with drainage in any adjacent street. The Lot Owner shall, at his own expense, install and maintain the necessary culvert or spillway for driveway purposes at the correct level in the ditch which separates his property from the road.

**Section 6.9 Propane Tanks.** Propane tanks are allowed and place behind the front of the house and thirty-five feet (35ft) from any side property line.

**Section 6.10 Recreational Vehicles.** No camping trailer, travel trailer, boat trailer, motorboat, houseboat, sailboat, motorhome, truck or other recreational vehicle may be maintained, stored or kept outside on any of the Lots covered by this Declaration for more than one hundred eight (180) days in any one (1) calendar year; unless housed completely within a structure allowed on said Lots by other provisions contained herein.

**Section 6.11 Vehicle Repair.** No repair of any boats, automobiles, motorcycles, trucks, campers or similar vehicles requiring a continuous time period in excess of seventy-two (72) hours shall be permitted on any Lot at any time; nor shall vehicles offensive to the neighborhood be visibly stored, parked or abandoned on any Lot or any road within the Subdivision.

**Section 6.12 Building Materials.** Unused building materials, junk or rubbish shall not be left exposed on the Lot except during actual building operations, and then only in as neat and inconspicuous a manner as possible.

**Section 6.13 Animals.** The only animals permitted shall be cats, dogs, house pets kept for personal or family purposes, poultry (excluding roosters) and horses. Each Lot shall have no more than three (3) adult dogs or cats. Horses are allowed at the County Zoning rates. Riding horses may be kept for personal or family purposes only if suitable stables are provided. All stables and accessory outbuildings of any character used in connection with such animals shall first be approved for design and composition by Declarant or its designated agent and if approved shall be located and maintained so that they will not be offensive to the occupants of adjoining Lots. All animals, except cats, shall be confined to the area owned by the owner of such animal unless the owner or family member is accompanying the animal. All chickens must be in a fenced area. Livestock may be allowed for 4H and FFA projects with the written approval of Declarant, only for the duration of the project.

**Section 6.14 Advertising.** No advertising signs, billboards, unsightly objects or nuisances shall be erected, placed or permitted to remain on any Lot except one (1) sign per Lot consisting of not more than sixteen square feet (16sqft) advertising a Lot as "For Sale" or garage sale. Business activities are permitted within residences, but no advertising sign of any kind or nature shall be permitted within the confines of the Properties" in connection with said business. Additional signage may be permitted for up to seventy-two (72) hours in order to advertise family functions such as birthdays, graduations, reunions and the like.

**Section 6.15 Visibility of Utilities and Maintenance.** No garbage or trash can or container shall be permitted unless completely screened from view, except 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 clotheslines shall be permitted outside of any dwelling at any time except one (1) retractable clothesline per Lot.

**Section 6.16 Antenna, Satellites, Etc.** Exterior antenna, satellite viewing or receiving stations, or discs or dishes of any sort shall be permitted on any Lot, provided, however, receiving discs not to exceed eighteen inches (18in) in diameter are permitted so long as they are discreetly hidden.

**Section 6.17 Lot Subdivision.** No Lot may be subdivided.

**Section 6.18 Driveway Entrances.** All driveway entrances to Lots must be concreted at least six (6) inches thick with rebar from the hard surfaced road to the front of the Lot's property line, along with all other requirements as set forth in Exhibit "B" of the original Declaration dated February 5, 2018 and filed with the Register of Deeds of Saunders County, Nebraska on February 5, 2018 in Book 500 of General at Pages 299 to 311, and as Instrument Number 2018-02-090.

**[REST OF PAGE INTENTIONALLY BLANK; SIGNATURE PAGE FOLLOWS]**

DATED this 22<sup>nd</sup> day of July, 2020.

**WEST LIMITED L.L.C., a Missouri  
Limited Liability Company, Declarant.**

*Roger E. Harders*

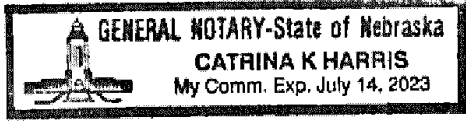
By: ROGER E. HARDERS,  
Managing Member

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STATE OF NEBRASKA    )  
  )ss.  
County of Saunders    )

Before me, a Notary Public qualified for said County, personally appeared ROGER E. HARDERS, Managing Member of WEST LIMITED, L.L.C., a Missouri Limited Liability Company, known to me to be identical person who signed the foregoing instrument and acknowledged the execution there of to be his voluntary act and deed and the voluntary act and deed of said Limited Liability Company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.



*Catrina K Harris*  
Notary Public