

WASHINGTON COUNTY, STATE OF NEBRASKA

FILED

INSTRUMENT NO. 201301475

Karen A. Madsen

REGISTER OF DEEDS

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

**MODIFICATION TO DECLARATION
OF
RESTRICTIVE COVENANTS**

THIS DECLARATION, made on the date hereinafter set forth by the undersigneds, who constitute all of the owners (and spouses, where applicable) of the Parcels described herein ("Owners"):

WITNESSETH:

WHEREAS, Owners are all of the owners of the following described Parcels identified as individual Tax Lots:

Tax Lots 36, 38, 46, 48, 49 and 50, all in Section 24, Township 18 North, Range 11, East of the 6th P.M., Washington County, Nebraska, with each Tax Lot containing 10.01 acres, more or less,

WHICH are subject to certain Restrictive Covenants dated February 22, 1999, and recorded on the 23rd day of February, 1999, in Book 297 at Pages 329-334 in the office of the County Register of Deeds of Washington County, Blair, Nebraska ("Covenants"), and

WHEREAS, the Owners wish to modify such Covenants in regard to certain provisions concerning Parcel maintenance, construction of dwellings and outbuildings and storage of personal property.

NOW THEREFORE, the Owners hereby amend the above-stated Covenants as follows:

- (1) The Parcels shall collectively be referred to as "High Point Ridge".
- (2) Numbered Paragraph 3 is hereby deleted in its entirety and replaced with the following:
 - 3. All weeds shall be kept cut to a maximum height of eight inches (8"), except that the owner of any Parcel may maintain a garden and grow wild flowers or other natural prairie grasses that are not considered to be noxious weeds or that do

not become unsightly. Noxious weeds shall be controlled at all times, and all owners of Parcels shall comply with all conservation practices recommended or required by the Agricultural Stabilization and Conservation Service and Soil Conservation Service. If any owner fails to comply with the standards of this paragraph, then any non-offending owner may send, by certified mail, a notice of non-compliance to the offending owner which provides that such offending owner shall be given a period of no less than two (2) weeks to bring his or her or their or its Parcel into compliance with this paragraph. A copy of such notice shall also be mailed by such non-offending owner to the other non-offending owners. If the offending owner fails to bring his or her or their or its Parcel into compliance within such two (2) week period, then a majority of the non-offending owners may arrange for mowing or other services necessary to bring the Parcel of the offending owner into compliance with this paragraph, and such offending owner shall be responsible for the cost of such services.

(3) Numbered Paragraph 6 is hereby deleted in its entirety and replaced with the following:

6. No trailer, trailer house, mobile home, recreational vehicle, tent, shack, barn, temporary structure or outbuilding of any unsightly nature shall be placed or erected on any Parcel. Dwellings constructed at another location shall not be moved onto any Parcel. No basement or underground home may be used as a dwelling. Only the main residential structure may be occupied as a dwelling and such occupancy shall not be permitted until all exterior construction is fully completed according to approved plans. No building materials shall be placed on any Parcel until construction has started on the dwelling. Unless otherwise agreed to in writing and filed of record in the office of the Register of Deeds of Washington County, Nebraska by an adjacent Parcel owner, no dwelling or other outbuilding shall be located on any Parcel closer than fifty feet (50') from the right-of-way of any public road and closer than fifty feet (50') from any boundary line of a Parcel; provided, however, that no such written agreement shall permit the placement of a dwelling or other outbuilding closer than twenty-five feet (25') from the side yard boundary of an adjacent Parcel owner. "Side yard" for purposes of these Covenants is defined as the grounds at either side or at the rear of a dwelling. Upon completion of the dwelling, a recreational vehicle may be stored on the Parcel, provided that it is not occupied as a dwelling.

(4) Numbered Paragraph 9 is hereby deleted in its entirety and replaced with the following:

9. Prior to any construction of a dwelling on any Parcel, the owner of such Parcel shall first submit construction plans to the non-constructing owners and obtain the prior written approval of a majority of such non-constructing owners.

Plans shall include the elevation views, square footage of dwelling, color and composition of exterior materials, and location of well, septic and laterals. Exterior colors of the dwelling and all outbuildings shall be neutral, earth tones or white. No bright or bold colors will be permitted. Within ten (10) days after receipt of such plans, the non-constructing owners shall notify the constructing owner in writing of the approval or non-approval of such plans, and if such plans are not approved, then such notice must also provide the reasons for such non-approval.

(5) Numbered Paragraph 13 is hereby deleted in its entirety and replaced with the following:


13. All trailers, boats, or other recreational or business vehicles shall be stored in either enclosed structures or to the rear of the rear building line of the dwelling. With the exception of three (3) chattel, whether it be a boat, a camper, or a trailer which may be left unenclosed, all other such chattel must be maintained in an enclosed structure.

(6) Except for the above-stated modifications, all terms and conditions of the original, recorded Covenants shall remain the same.


This Modification shall be effective when it has been executed by all of the Owners of the Parcels as set forth herein and recorded in the office of the Register of Deeds of Washington County, Nebraska.

The undersigned being all of the Owners of such Parcels hereby adopt this Modification for the real estate described herein.

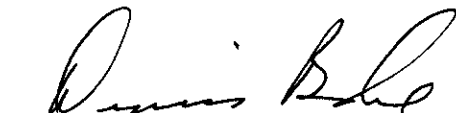
IN WITNESS WHEREOF, the Owners have caused these presents to be executed this _____ day of _____, 2012.



Gregg Studanski



Jennifer Studanski



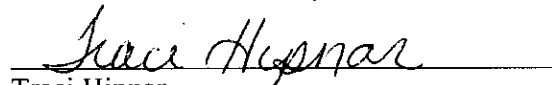
Dennis A. Bidne



Karen L. Bidne

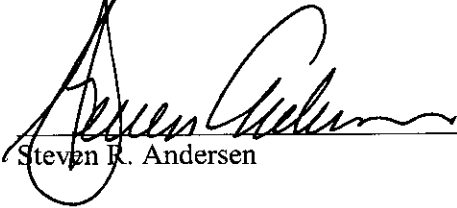


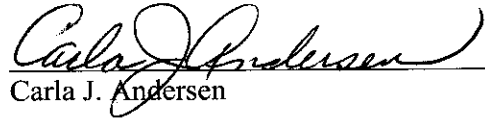
Todd Hipnar

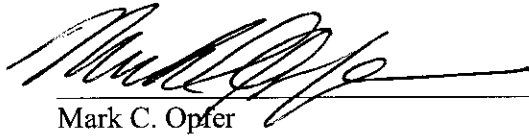


Traci Hipnar

Douglas J. Studanski


Steven R. Andersen


Carla J. Andersen

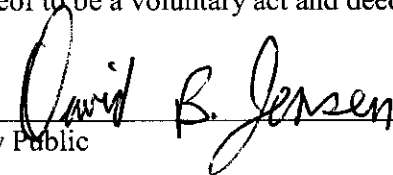

Mark C. Opfer


Jennifer A. Opfer

STATE OF NEBRASKA)
) ss:
COUNTY OF WASHINGTON)



On this 13th day of NOVEMBER, 2012, personally appeared Gregg Studanski and Jennifer Studanski, husband and wife, known to me to be the identical persons who signed the foregoing instrument and acknowledged the execution thereof to be a voluntary act and deed.

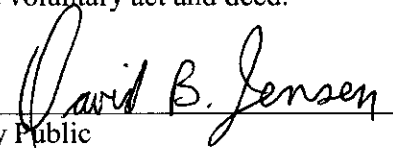

Notary Public

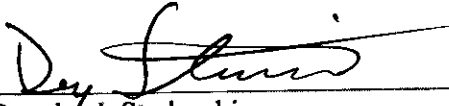
STATE OF NEBRASKA)
) ss:
COUNTY OF WASHINGTON)



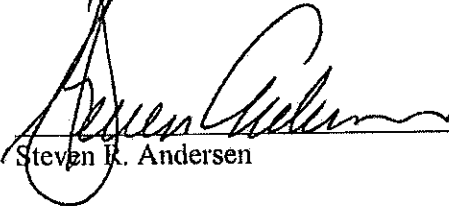
On this 13th day of OCTOBER, 2012, personally appeared Dennis A. Bidne and Karen L. Bidne, husband and wife, known to me to be the identical persons who signed the foregoing instrument and acknowledged the execution thereof to be a voluntary act and deed.



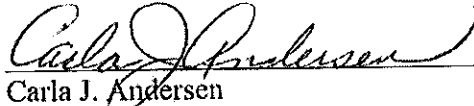

Notary Public



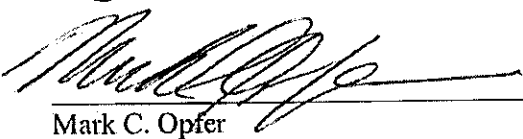
Douglas J. Studanski




Steven K. Andersen



Carla J. Andersen



Mark C. Opfer



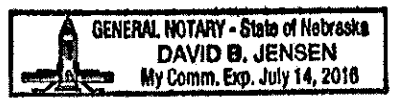
Jennifer A. Opfer

STATE OF NEBRASKA)
) ss:
COUNTY OF WASHINGTON)

On this ____ day of _____, 2012, personally appeared Gregg Studanski and Jennifer Studanski, husband and wife, known to me to be the identical persons who signed the foregoing instrument and acknowledged the execution thereof to be a voluntary act and deed.

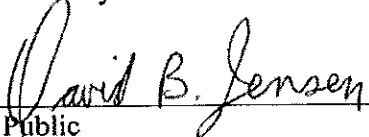
Notary Public

STATE OF NEBRASKA)
) ss:
COUNTY OF WASHINGTON)



On this 13th day of OCTOBER, 2012, personally appeared Dennis A. Bidne and Karen L. Bidne, husband and wife, known to me to be the identical persons who signed the foregoing instrument and acknowledged the execution thereof to be a voluntary act and deed.





Notary Public

STATE OF NEBRASKA)
) ss:
COUNTY OF WASHINGTON)



On this 12 day of NOVEMBER, 2012, personally appeared Todd Hipnar and Traci Hipnar, husband and wife, known to me to be the identical persons who signed the foregoing instrument and acknowledged the execution thereof to be a voluntary act and deed.

David B. Jensen
Notary Public

STATE OF NEBRASKA)
) ss:
COUNTY OF WASHINGTON)

On this ____ day of _____, 2012, personally appeared Douglas J. Studanski, a single person, known to me to be the identical person who signed the foregoing instrument and acknowledged the execution thereof to be a voluntary act and deed.

Notary Public

STATE OF NEBRASKA)
) ss:
COUNTY OF WASHINGTON)



On this 28th day of SEPT., 2012, personally appeared Steven R. Andersen and Carla J. Andersen, husband and wife, known to me to be the identical persons who signed the foregoing instrument and acknowledged the execution thereof to be a voluntary act and deed.

David B. Jensen
Notary Public

STATE OF NEBRASKA)
) ss:
COUNTY OF WASHINGTON)



On this 12 day of NOVEMBER, 2012, personally appeared Todd Hipnar and Traci Hipnar, husband and wife, known to me to be the identical persons who signed the foregoing instrument and acknowledged the execution thereof to be a voluntary act and deed.

David B. Jensen
Notary Public

Minnesota
STATE OF NEBRASKA)
) ss:
COUNTY OF WASHINGTON)



On this 20th day of November, 2012, personally appeared Douglas J. Studanski, a single person, known to me to be the identical person who signed the foregoing instrument and acknowledged the execution thereof to be a voluntary act and deed.

Trina Reuss
Notary Public

STATE OF NEBRASKA)
) ss:
COUNTY OF WASHINGTON)



On this 28th day of SEPT., 2012, personally appeared Steven R. Andersen and Carla J. Andersen, husband and wife, known to me to be the identical persons who signed the foregoing instrument and acknowledged the execution thereof to be a voluntary act and deed.

David B. Jensen
Notary Public

STATE OF NEBRASKA)
) ss:
COUNTY OF WASHINGTON)



On this 2nd day of OCTOBER, 2012, personally appeared Mark C. Opfer and Jennifer A. Opfer, husband and wife, known to me to be the identical persons who signed the foregoing instrument and acknowledged the execution thereof to be a voluntary act and deed.

David B. Jensen
Notary Public