

Karen A. Madsen
REGISTER OF DEEDS

FILED

2018 Dec-21 AM 08:21

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

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Proofed _____
Scanned _____

SECOND AMENDMENT TO THE AMENDED DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS

Come now the undersigned, being the owners of at least 90% of the lots in Clearwater Creek, a subdivision in Washington County, Nebraska, more particularly described as:

Lots 1 through 20 and Outlot "A", Clearwater Creek, a Subdivision lying in Section 10, Township 17 North, Range 12 East of the 6th P.M., Washington County, Nebraska

and hereby amend the Amended Declaration of Covenants, Conditions and Restrictions recorded January 4, 2006 in Book 479 at Page 488-492 in the Register of Deeds office for Washington County, Nebraska, as amended by the Amendment to the Amended Declaration of Covenants, Conditions and Restrictions recorded April 6, 2015 as Instrument No. 2015-01033 (and ratified by the owners of Lots 18 & 19 in the Ratification of Amendment to the Amended Declaration of Covenants, Conditions and Restrictions recorded January 13, 2016 as Instrument No. 2016-00108) (as amended, the "Covenants"), as follows:

1. The following provisions found in the Amended Declaration of Covenants, Conditions and Restrictions recorded January 4, 2006 in Book 479 at Page 488-492 (the "Amended Declaration") are amended as provided herein:
 - a. The seventh paragraph on the third page of the Amended Declaration providing "No trash, junk cars, or other refuse may be thrown, dumped or stored on any lot. Each owner of a vacant lot is required to keep said lot in presentable condition and all refuse must be hauled away for disposal. No trash or garbage containers shall be visible from the roads. No garbage or trash container or fuel tank shall be permitted to remain outside of a dwelling unless completely screened from view, except for pickup purposes." is hereby amended and restated as follows:
 - i. "No trash, junk cars, or other refuse may be thrown, dumped or stored on any lot. Each owner of a vacant lot is required to keep said lot in presentable condition and all refuse must be hauled away for disposal. No fuel tank shall be permitted to remain outside of a dwelling unless completely screened from view, except for pickup purposes. No trash or garbage container shall be kept alongside the road, except temporarily for pickup purposes, unless completely screened from view from the roads."

b. The last paragraph on the second page of the Amended Declaration providing "No automobile, boat, camping trailer, van-type campers, auto-drawn trailer of any kind, mobile home, motorcycle, tractors, maintenance equipment, snowmobile or other self-propelled vehicles (collectively, a "Vehicle") shall be stored or parked outside of an enclosed garage for more than thirty (30) days within a calendar year. All assembly, disassembly, or general service work on any Vehicle must be done in the garage." is hereby amended and restated as follows:

i. "No automobile, boat, camping trailer, van-type campers, auto-drawn trailer of any kind, mobile home, motorcycle, tractors, maintenance equipment, snowmobile or other self-propelled vehicles (collectively, a "Vehicle") shall be stored or parked outside of an enclosed garage for more than thirty (30) days within a calendar year. All assembly, disassembly, or general service work on any Vehicle must be done in the garage. Notwithstanding the foregoing the following personal automobiles may be parked within a lot owner's own driveway for more than thirty (30) days within a calendar year provided that any such automobile is in working condition and regular use, which shall mean daily or near daily use: (a) automobiles owned or leased by residents of the subdivision for personal, non-commercial use; and (b) to the extent a resident's primary personal use automobile is also used for business purposes, only one (1) such dual purpose automobile may be parked within the lot owner's driveway. The use of the term 'automobile' is specifically intended to exclude other types of Vehicles for purposes of the preceding sentence."

2. Except as specifically amended herein all other covenants, conditions, restrictions and other provisions of the Covenants remain in full force and effect without waiver or amendment.

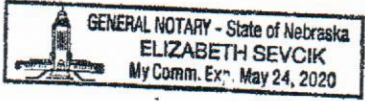
This Amendment may be executed in multiple parts, each of which shall be deemed an original and all of which together shall constitute one agreement, by each of the parties hereto on the dates indicated in the acknowledgment of said parties, notwithstanding that all of the parties are signatories to the same part or that signature pages from different parts are combined.

Dated Effective: August 22, 2018

Charlene Nelson and Gary Nelson
Gary and Charlene Nelson, Owners of Lots 1 & 2

STATE OF Nebraska)
) ss.
COUNTY OF Washington)

The foregoing instrument was acknowledged before me on the 22nd day of August, 2018 by Gary Nelson and Charlene Nelson, husband and wife.

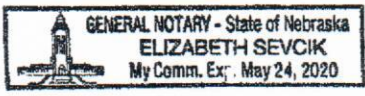


Elizabeth Sevcik
Notary Public

Lynette Simon and James F. Simon
James and Lynette Simon, Owners of Lot 3

STATE OF Nebraska)
) ss.
COUNTY OF Washington)

The foregoing instrument was acknowledged before me on the 22nd day of August, 2018 by James Simon and Lynette Simon, husband and wife.

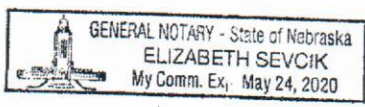


Elizabeth Sevcik
Notary Public

Kolby Nelson and Ashlie Nelson
Kolby and Ashlie Nelson, Owners of Lot 4

STATE OF Nebraska)
) ss.
COUNTY OF Washington)

The foregoing instrument was acknowledged before me on the 22nd day of August, 2018 by Kolby Nelson and Ashlie Nelson, husband and wife.

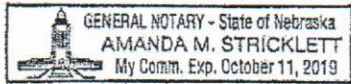


Elizabeth Sevcik
Notary Public

Michael Lamb and Stacey Lamb
Michael Lamb and Stacey Lamb, Owners of Lot 5

STATE OF Nebraska)
) ss.
COUNTY OF Douglas)

The foregoing instrument was acknowledged before me on the 20th day of September, 2018 by Michael and Stacey Lamb, husband and wife.



Amanda M. Stricklett
Notary Public

_____ and _____
Paul and Jenilynn Sarka, Owners of Lot 6

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me on the ____ day of _____, 20__ by Paul Sarka and Jenilynn Sarka, husband and wife.

Notary Public

_____ and _____
Joseph and Margaret Zagata, Owners of Lot 7

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me on the ____ day of _____, 20__ by Joseph and Margaret Zagata, husband and wife.

Notary Public

_____ and _____
Michael Lamb and Stacey Lamb, Owners of Lot 5

STATE OF _____)
) ss.
COUNTY OF _____)

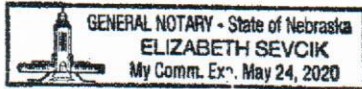
The foregoing instrument was acknowledged before me on the ____ day of _____, 20__ by Michael and Stacey Lamb, husband and wife.

Notary Public

Paul Sarka and Jenilynn Sarka
Paul and Jenilynn Sarka, Owners of Lot 6

STATE OF Nebraska)
) ss.
COUNTY OF Washington)

The foregoing instrument was acknowledged before me on the 22nd day of August, 2018 by Paul Sarka and Jenilynn Sarka, husband and wife.

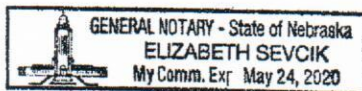


Elizabeth Sevcik
Notary Public

Joseph Zagata and Margaret Zagata
Joseph and Margaret Zagata, Owners of Lot 7

STATE OF Nebraska)
) ss.
COUNTY OF Washington)

The foregoing instrument was acknowledged before me on the ~~7th~~ day of October, 2018 by Joseph and Margaret Zagata, husband and wife.



Elizabeth Sevcik
Notary Public

_____ and _____
Kiely and Cheryl Sindelar, Owners of Lot 8

STATE OF _____)
) ss.
COUNTY OF _____)

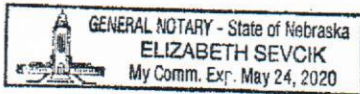
The foregoing instrument was acknowledged before me on the ____ day of _____, 20__ by Kiely and Cheryl Sindelar, husband and wife.

Notary Public

Rick Muhe and Denise Muhe
Rick and Denise Muhe, Owners of Lots 9, 12, and 13

STATE OF Nebraska)
) ss.
COUNTY OF Washington)

The foregoing instrument was acknowledged before me on the 21st day of October, 2018 by Rick and Denise Muhe, husband and wife.

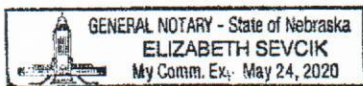


Elizabeth Sevcik
Notary Public

Michael Pallas and Lucinda Pallas
Michael and Lucinda Pallas, Trustees, Owners of Lot 10

STATE OF Nebraska)
) ss.
COUNTY OF Washington)

The foregoing instrument was acknowledged before me on the 27th day of August, 2018 by Michael and Lucinda Pallas, as Trustees of the Michael J. Pallas and Lucinda A. Pallas Trust of 2017.

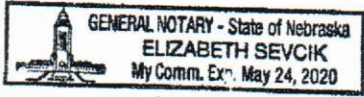


Elizabeth Sevcik
Notary Public

Daniel and Keri a. mallory
Daniel and Keri Mallory, Owners of Lot 11

STATE OF Nebraska)
) ss.
COUNTY OF Washington

The foregoing instrument was acknowledged before me on the 22nd day of August, 2018 by Daniel and Keri Mallory, husband and wife.

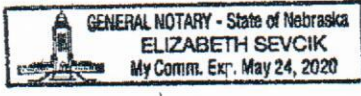


Elizabeth Sevcik
Notary Public

Michael D. May and Donna L May
Michael and Donna May, Owners of Lots 14 and 15

STATE OF Nebraska)
) ss.
COUNTY OF Washington

The foregoing instrument was acknowledged before me on the 22nd day of August, 2018 by Michael and Donna May, husband and wife.

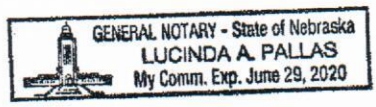


Elizabeth Sevcik
Notary Public

Doug and Alisha Gochanour
Doug and Alisha Gochanour, Owners of Lot 16

STATE OF Nebraska)
) ss.
COUNTY OF Washington

The foregoing instrument was acknowledged before me on the 27 day of Aug, 2018 by Doug and Alisha Gochanour, husband and wife.

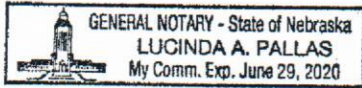


Lucinda A Pallas
Notary Public

Ryan J. Sevcik and Elizabeth Sevcik
Ryan and Elizabeth Sevcik, Owners of Lot 17

STATE OF Nebraska)
) ss.
COUNTY OF Washington)

The foregoing instrument was acknowledged before me on the 27 day of Aug, 2018 by Ryan Sevcik and Elizabeth Sevcik, husband and wife.

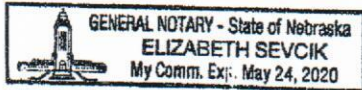


Lucinda A Pallas
Notary Public

Gary Bender and _____
Gary Bender, Owners of Lot 18

STATE OF NE)
) ss.
COUNTY OF Washington)

The foregoing instrument was acknowledged before me on the 22nd day of August, 2018 by Gary Bender, a single person.

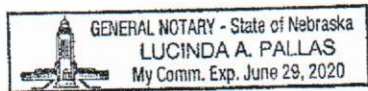


Elizabeth Sevcik
Notary Public

Dustin Bloedorn and Cielo Bloedorn
Dustin and Cielo Bloedorn, Owners of Lot 19

STATE OF Nebraska)
) ss.
COUNTY OF Washington)

The foregoing instrument was acknowledged before me on the 27 day of Aug, 2018 by Dustin and Cielo Bloedorn, husband and wife.

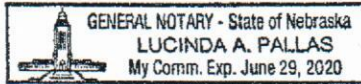


Lucinda A Pallas
Notary Public

Vernon Sevcik and Joan Sevcik
Vernon and Joan Sevcik, Owners of Lot 20

STATE OF Nebraska)
) SS.
COUNTY OF Washington

The foregoing instrument was acknowledged before me on the 27 day of Aug, 2018 by Vernon and Joan Sevcik, husband and wife.



Lucinda A Pallas
Notary Public