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NOW THEREFORE, Trustee, Barclay and Comstock declare that the real property described above shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth.

ARTICLE I

DEFINITIONS

Section 1. The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

- a. "The Properties" shall mean and refer to all such properties as are subject to this Declaration or any Supplemental Declaration under the provisions of Article II hereof.
- b. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of The Properties.
- c. "Main Dwelling" shall mean and refer to any portion of a building situated upon The Properties designed and intended for use and occupancy as a residence by a single family.
- d. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot or Dwelling situated upon The Properties, but notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

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but not inconsistent with the private residential character of the single-family residence property.

ARTICLE III

GENERAL PROVISIONS

Section 1. The Properties shall be used only for single family residence property, schools or churches.

Section 2. Except for such Lot or Lots or part thereof as may from time to time be occupied or used for educational, recreational, religious, or other nonprofit public purposes to the extent permitted by applicable zoning regulations and this Declaration, no single-family residence Lot, hereinafter will be occupied or used for other than single-family residential purposes; and no Lot will be occupied or used for such residential purposes; and no Lot will be occupied for such residential purposes at a density greater than one single-family residence for each Lot or for each part thereof of an area not less than Forty Three Thousand Five Hundred and Sixty (43,560) square feet.

Section 3. The structure or associated structures comprising a single-family residence as described in Section 2 above shall consist of a detached dwelling designed to accommodate a single person or one family group together with household servant or servants of not more than two and one-half stories in height which shall be constructed in compliance with the following restrictions:

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a. The ground floor area of every one-story dwelling exclusive of open porches, open breezeways, basements and garages, shall be not less than One Thousand Two Hundred (1,200) square feet of finished floor space on the main living area.

b. The ground floor enclosed area of every two-story or one and one-half story dwelling exclusive of open porches, open breezeways, basements and garages, shall be not less than Nine Hundred (900) square feet and the first floor and other floors combined shall be not less than One Thousand Five Hundred (1,500) square feet of finished floor area.

c. The ground floor enclosed area of every split-level type of dwelling with the garage built under the dwelling, shall have combined ground floor area including the floor area above the garage, exclusive of open porches, open breezeways, basements and garages, of not less than Nine Hundred (900) square feet and the ground floor area and other floors combined shall be not less than One Thousand Five Hundred (1,500) square feet of finished floor area.

size, and suitability for residential purposes of such single-family residence.

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g. Provided the provisions of Article III Section 1 (f) above are met, two (2) external buildings will be allowed for the purpose of a playhouse or a small stable. The maximum stable size will be two (2) stories, matching the motif and design of the single family unit and will not be larger than One Thousand (1000) square feet.

h. No exterior air conditioning equipment, antenna, ditch, fence, flag pole, pool, tennis court, wall, or other structure or associated structures and no trees or other substantial landscaping in any location within public view will be altered, built, constructed, erected, installed, planted or otherwise maintained or undertaken on any Lot unless same shall conform to the restrictions and covenants of the Declaration and unless the Owner thereof shall have obtained express written approval from the Trustee or its legally designated representative as to general appearance, composition, design, exterior color or colors, and suitability for residential purposes.

i. All setbacks, sideyards and rear yard requirements shall conform to applicable laws and ordinances.

Section 4. After commencement thereof, all approved or permitted construction on any Lot will be as diligently as practicable prosecuted to completion and no approved or

- d. No driveway will be constructed or maintained in any way that will cause erosion or water damage to formal constructive roadways throughout the Equestrian Hills subdivision.
- e. Except during approved or permitted construction pursuant to Article III of this Declaration, no used or previously erected or temporary house, structure, house trailer or non-permanent outbuilding shall ever be placed, erected or allowed to remain on any lot within the Properties for more than seven (7) days within any calendar year.
- f. With the exception of one chattel, whether it be a boat or a camper or a trailer which may be left unenclosed, all other such chattels must be maintained in an enclosed structure.
- g. No automobile, motor cycle, truck or other vehicle shall be repaired, dismantled, or stored on any lot except in an enclosed structure.
- h. No advertising sign or other poster shall be maintained on any lot except that a sign belonging to a Declarant as owner advertising his lot for sale may be maintained provided that said sign is not larger than four (4) square feet.
- i. No animals, livestock, birds or poultry other than domesticated non-commercial pets in no more than reasonable quantity will be bred, kept or otherwise maintained on any lot except that each family shall be

11-15  
Section 2. A perpetual easement is hereby granted to the Omaha Public Power District to construct, operate, maintain, repair and remove underground wiring for the carrying and transmission of electric current for lights, heat and power and for all telephone and telegraph message purposes on, above, under or across a strip of land ten feet (10') in width being five feet (5') on each side of and parallel to those facilities as constructed from the service entrance of the main residential structure to the side, rear or front lot line of said lot. No permanent buildings, trees, fences, pavements, retaining walls, loose rock walls or similar improvements shall be grown, built or maintained within the area of the utility easement or right of way which may damage or interfere with their use.

#### ARTICLE VII

##### WALKWAY AND BRIDLE PATH EASEMENT

Section 1. A perpetual license and easement is hereby granted to all Owners of record of Lots described on Exhibit "A", their families, tenants or contract purchasers who reside on The Properties, to walk, run, crawl, trot or ride with or without a horse upon a five (5) foot strip of land adjoining the rear and side boundary lines of each Lot without the consent of the then record Owner or Owners of said land. No trees, shrubbery, structures, buildings, fences, pavements or similar improvements shall be grown, built or maintained within the five (5) foot area of the right of way and no such improvement shall be maintained within the area of the right of way which may damage or interfere with the above use.

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enforce any lien created by these covenants; and failure by the Trustee or any Owner to enforce any covenant or restriction therein contained shall in no event be deemed a waiver of the right to do so thereafter. However, nothing herein contained in this Declaration shall in any way be construed as imposing upon the Trustee or Owner any liability , obligation or requirement to enforce this instrument or any of the provisions contained herein.

ARTICLE XI

SEVERABILITY

Section 1. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

ARTICLE XII

ASSIGNMENT

Section 1. The rights, powers and responsibilities of the Trustee as outlined and contained in this Declaration may be assigned and delegated by the Trustee to an Architectural Control Committee of three or more representatives appointed by the Trustee.

Section 2. If the Trustee assigns and delegates its duties under this Declaration to an Architectural Committee, then the 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 structures pursuant to this Declaration.





LI-LSA

EXHIBIT "A"

Lots 5 through 42, inclusive, in Equestrian Hills, a subdivision in Saunders and Cass County, Nebraska, as surveyed, platted and recorded.

STATE OF NEBRASKA }  
 SAUNDERS COUNTY } SS

Entered in numerical index and filed for record in the register of deeds office of said county on the 9 day of July 1973 at 9 o'clock and 43 minutes A. M., and recorded in book 209 of MISCL page 75

By Walter Stearns Register of Deeds  
 Deputy

57.25  
Nebraska City

No.	57
Num.	1
Page	1
Rec.	1
Ind.	1
Com.	1

6326  
DON CLARK 2390442  
REGISTER OF DEEDS  
SAUNDERS CO. NEBR.

99 NOV -2 PM 1:21

BOOK 239 PAGE 442  
OF 62 INST# 66

After Filing Please  
Return to:  
Comstock Law Offices, P.C.  
11665 Burke Street  
Omaha, NE 68154-3181  
(402) 697-8227

### AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS

NOTICE IS HEREBY GIVEN that an Amendment to Declaration of Covenants and Restrictions has been made by virtue of an instrument signed by Seventy-five percent (75%) of Lot Owners. Declarant, one of said Lot Owners, hereby certifies that a true and correct copy of the instrument signed by 75% of the Lot Owners in Equestrian Hills (a.k.a. Woodland Hills), Sanitary Improvement District #3, is attached hereto as Exhibit "A."

#### Recitals

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A. On or about October 9, 1973, a Declaration of Covenants and Restrictions for **Lots 5 through 42, inclusive, in Equestrian Hills, a subdivision in Saunders and Cass County, as surveyed, platted and recorded**, was recorded in the Offices of the Register of Deeds for both Saunders County and Cass Counties. The said Declaration of Covenants and Restrictions was filed with the Saunders County Register of Deeds in Miscellaneous Book 8, at Page 75, and with the Cass County Register of Deeds in Miscellaneous Book 15, at Page 651.

B. That Article IX, Section 1 of the said Declaration of Covenants and Restrictions provides that the Declaration may be amended by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners, after the first twenty years following recordation of the original Declaration. More than twenty years has elapsed since the filing of the original Declaration on October 9, 1973.

C. That Declarant is a Lot Owner in the Equestrian Hills subdivision and specifically owns Lot 27 thereof. Declarant is familiar with the Lot Owners in the Equestrian Hills subdivision and knows their names and addresses. Declarant personally obtained the true and accurate signatures of each of the individuals whose signatures are represented on the original of Exhibit "A." Exhibit "A" is a true and correct copy of the instrument signed by Seventy-five percent (75%) of the Lot Owners of the Equestrian Hills subdivision in favor of amending the Declaration of Covenants and Restrictions.

#### AMENDMENT

NOW THEREFORE, Declarant declares that the Declaration of Covenants and Restrictions recorded on October 9, 1973 in Miscellaneous Book 8 at Page 75 in the office of the Register of Deeds of Saunders County, Nebraska and the same Declaration of Covenants and Restrictions recorded on October 9, 1973 in Miscellaneous Book 15 at Page 651 should be and is amended pursuant to Exhibit "A" hereto attached, as follows:

1. Article III, Section 3, Item e of the original Declaration of Covenants and Restrictions is deleted in total, and the following inserted in its place and stead:

[Article III, Section 3] e. The roof of all dwellings or any other structure shall be covered by shake, wooden shingle or tile roofing materials, and except for Oakridge Deep Shadow, 40-Year Architectural Series Shingle in Driftwood Color from Owens Corning

2390442



**Proposed Amendment to Article III, Section 3, Item e.  
Restrictive Covenants of  
Woodland Hills (Equestrian Hills), a Subdivision  
in Saunders and Cass Counties, Nebraska**

Current Language of Article III, Section 3, Item e:

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*The roof of all dwellings or any other structure shall be covered by shake, wooden shingle or tile roofing materials, and no roof shall be covered with asphalt composition material. The chimney of all dwellings shall be faced with brick, stone or other suitable material.*

Proposed Amendment to Article III, Section 3, Item e:

*The roof of all dwellings or any other structure shall be covered by shake, wooden shingle or tile roofing materials, and except for Oakridge Deep Shadow, 40-Year Architectural Series Shingle in Driftwood Color from Owens Corning or Heritage 40-Year Series Shingle in Weathered Wood Color from Tamko Roofing Products, no roof shall be covered with asphalt composition material. All dwellings and structures located on a lot must be covered with the same material. The chimney of all dwellings shall be faced with brick, stone or other suitable material.*

By signing this amendment instrument, you are in agreement with and in support of the proposed amendment to Article III, Section 3, Item e, of the restrictive covenants of Woodland Hills (Equestrian Hills).

LOT #	Owner/Resident	Address	Authorized Signature
5	Maurice & Kathleen Newman	1504 Schropp Circle	<i>[Signature]</i>
6	Ed & Anita McCumber	1502 Schropp Circle	<i>Ed McCumber</i>
7	Jon Tecker	Undeveloped	
8	Marvin & Cheryl Miller	1531 Schropp Circle	<i>[Signature]</i>
9	Jim & Pat Baier	1402 Long Lane	<i>[Signature]</i>
10	Rick & Pam Freese	1440 Long Lane	<i>[Signature]</i>



11	Lee & Lea Rein	1700 Horseshoe Drive	<i>Lee Rein</i>
12	Jeff & LuAnn Laughlin	1520 Schropp Circle	<i>LuAnn Laughlin</i>
13	Jerry & Dee Comstock	1510 Schropp Circle	<i>Jerry Comstock</i>
14	Tim & Martie Wagner	1610 Horseshoe Drive	<i>Martie Wagner</i>
15	Richard & Mary Rasmussen	1630 Horseshoe Drive	
16	Richard & Mary Rasmussen	Undeveloped	
17-1/2 N	Bob & Christine Luebbe	Undeveloped	<i>Bob Luebbe</i>
18	Lane & Sara Shedd	1631 Horseshoe Drive	<i>Lane D. Shedd</i>
19	Warren & Dixie Sanger	1611 Horseshoe Drive	
20	Jeff & Mary Kay Bielenberg	Undeveloped	<i>Jeff Bielenberg</i>
21	Bob & Loretta Brophy	16817 250th Street	<i>Bob R. Brophy</i>
22	Equestrian Hills Limited	Undeveloped	
23	Randy & Brenda Mink	Under Construction	<i>Refused</i>
24	Dean & Deborah Busing	Undeveloped	<i>Deborah Busing</i>
25	Woodrow & Linda Kroll	1717 Horseshoe Drive	<i>Woodrow Kroll</i>
27	Dick & Jeanette Thiem	1750 Horseshoe Drive	<i>Dick Thiem</i>
28	Rick & Marie Mitchell	1770 Horseshoe Drive	<i>Marie Mitchell</i>
29	Michael Brown	1941 Horseshoe Drive	<i>Michael Brown</i>
30	Bob & Christina Luebbe	1801 Horseshoe Drive	<i>Bob Luebbe</i>

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13.9 N 131<sup>st</sup> W 68150

OK	31	Steve & Deb Titus	1961 Long Lane	Stephen Titus
	32	Bill & Carmen Smith	2102 Paddock Road	Carmen D. Smith
	33	Joe & Colleen Crnkovich X	1942 Long Lane	Joe Crnkovich
✓	34	Mark & Sue Adel	1902 Pinto Road	refused
	35	Ralph & Kathryn Martin	1940 Pinto Road	X Kathryn Martin
66/5	36	Joe & Colleen Crnkovich X	Undeveloped	Joe Crnkovich
	37	Les & Carolyn Blobaum	2102 Pinto Road	Leslie D. Blobaum
	38	Ron & Ina Grebe	2101 Pinto Road	
	39	Lee & Suzanne Sapp	2001 Pinto Road	Lee Sapp
	40	Paul & Pat Awsiukiewicz	1901 Pinto Road	Paul Awsiukiewicz
✓	41	Bob Harris	1751 Long Lane	
	42	Tom Keiler	1701 Long Lane	Tom Keiler

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