

2017-17242

07/20/2017 3:01:08 PM

*Clay J. Rowling*

REGISTER OF DEEDS



COUNTER	<u>JD</u>	C.E.	<u>JD</u>
VERIFY	<u>JD</u>	D.E.	<u>JD</u>
PROOF	<u>JD</u>		
FEE \$	<u>16.00</u>		
CHECK #	<u>3148</u>		
CHG		CASH	
REFUND		CREDIT	
SHORT		NCR	

**AMENDMENT TO THE SECOND AMENDED  
AND RESTATED PROTECTIVE COVENANTS**

THIS AMENDMENT TO THE SECOND AMENDED AND RESTATED PROTECTIVE COVENANTS (this "Amendment") is made on the date hereinafter set forth by CELEBRITY HOMES, INC., a Nebraska corporation.

RECITALS

- A. On July 19, 2016 a document entitled Second Amended and Restated Protective Covenants was recorded in the Office of the Register of Deeds of Sarpy County Nebraska as Instrument No. 2016-17415 (the "Declaration") against the property legally described as Lots 3 thru 238, inclusive, and Lots 242 thru 477, inclusive, all Whitetail Creek, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska and Lots 1 thru 3, inclusive, Whitetail Creek Replat 1, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska.
- B. Section 19 of the Declaration provides that for a period of ten (10) years the Declarant has the exclusive right to amend, modify or supplement any portion of the Protective Covenants.

NOW, THEREFORE, Declarant hereby declares the Declaration shall be amended as follows:

- 1. Amendment to Paragraph 5. Pursuant to the provisions of Paragraph 19 of the Declaration, Paragraph 5 of the Declaration shall be deleted in its entirety and replaced with the following:

"Fences and Dog Runs. Fences shall not be located on any Lot nearer to the street than the structure located on said Lot. Any fence installed on any Lot by the Developer shall be maintained by the owner of such Lot, at the owner's sole expense and the owner shall keep such fence in good order and repair and replace the same with the same style and equal quality fence when and if reasonably necessary. Fencing shall be wood, vinyl or black vinyl chain link. Unless specifically approved by Declarant in writing, no other type of fencing, including chain link and wire fencing, shall be permitted in any instance. No dog runs shall be permitted. For Lots 3, 63 through 69 inclusive, 79, and Lots 108 through 110, inclusive, all in Whitetail Creek, as surveyed, platted and recorded in Sarpy County, Nebraska, no fences shall be allowed in the Landscape Easement as shown on the Plat and Dedication of Whitetail Creek and recorded at the Sarpy County Register of Deeds as Instrument Number 2011-09338.

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Fullenkamp*

For Lots 3, 63 through 69 inclusive, 79, and Lots 108 through 110, inclusive, all in Whitetail Creek, fences will be allowed behind the Landscaping easement provided those fences that are parallel to 192<sup>nd</sup> Street shall six foot tall, tan vinyl fences as approved by the Declarant. In addition, the owners of Lots 3, 63 through 69, inclusive, 79, Outlot B, and Lots 108 through 110, inclusive, all in Whitetail Creek, hereby grant the Association the right to enter upon the Landscape Easement area (as shown on the above-referenced Plat) for the purposes of maintaining the underground sprinkler system and the trees and other landscaping located thereon. The owners of such lots shall be expressly prohibited from placing trees, fences, and/or underground sprinkler systems within such Landscape Easement area. During the term of this Declaration, the Association shall be obligated to maintain such trees and landscaping, at its sole cost and expense, which maintenance obligation shall expressly include replacement of any dead trees and other landscaping.”

2. Governing Law. This Amendment is made under and governed by the laws of the State of Nebraska.

3. Severability. Each provision of this Amendment and the application thereof are hereby declared to be independent of and severable from the remainder of this Amendment. If any provision contained herein shall be held to be invalid or to be unenforceable or not to run with the land, such holding shall not affect the validity or enforceability of the remainder of this Amendment.

4. No Other Amendments. Except as set forth herein, the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, this Amendment was made this 18<sup>th</sup> day of JULY, 2017.

DECLARANT:

CELEBRITY HOMES, INC., a Nebraska corporation,

By: [Signature]  
Chad Larsen, Vice-President

State of Nebraska     )  
                                  )ss.  
County of Douglas    )

The foregoing instrument was acknowledged before me this 18 day of July, 2017 by Chad Larsen, Vice-President of Celebrity Homes, Inc., a Nebraska corporation, on behalf of the corporation.

SEAL



[Signature]  
Notary Public