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Floyd J. Dowling

REGISTER OF DEEDS

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**FIRST AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS OF ASHBURY FARM,
A SUBDIVISION IN SARPY COUNTY, NEBRASKA**

(Lots 1 through 110, inclusive, in Ashbury Farm)

This FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS ("First Amendment") is made the 28th day of July, 2014, by B.H.I. DEVELOPMENT, INC., a Nebraska corporation, hereinafter referred to as the "Declarant."

PRELIMINARY STATEMENT

By Declaration of Covenants, Conditions, Restrictions and Easements of Ashbury Farm, a subdivision in Sarpy County, Nebraska, dated October 8, 2013, and recorded on October 11, 2013 as Instrument No. 2013-32082, in the records of the Register of Deeds of Sarpy County, Nebraska (herein the "Declaration"), the Declarant imposed covenants, conditions and restrictions on Lots 1 through 110, inclusive, in Ashbury Farm, a subdivision, as surveyed, platted and recorded in Sarpy County, Nebraska.

Declarant has considered amendment of the Declaration for purposes of amending Article I, Sections 15 and 21, and with respect to the addition of new Sections 22 and 23 to Article I. Article IV, Section 2 of the Declaration allows the Declarant to amend the Declaration in any manner which it may determine in its full and absolute discretion for a period of five (5) years from the date of the Declaration.

NOW, THEREFORE, pursuant to the authority granted to the Declarant in Article IV, Section 2 of the Declaration, Declarant hereby amends the Declaration as follows:

1. Article I, Section 15 of the Declaration is hereby deleted in its entirety and the following Section 15 is substituted:

15. Driveway approaches between the sidewalk and curb on each Lot shall be constructed of concrete. Maximum driveway slope at the sidewalk intersections shall be no more than two percent (2%) cross slope within public right-of-way to provide for a tabled driveway cross slope that is compliant with ADA/PROWAG guidelines and City of Papillion Standards. Should repair or replacement of such approach be necessary, the repair or replacement shall also be of concrete. No asphalt overlay or driveway approaches will be permitted. The Lot owner shall be responsible to provide adequate remedial measures to prevent street creep/driveway binding on any curved streets where the street abuts the driveway approach.

After recording, please return:
John Q. Bachman
PANSING HOGAN ERNST & BACHMAN LLP
10250 Regency Circle, Suite 300
Omaha, NE 68114

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2. Article I, Section 21 of the Declaration is hereby deleted in its entirety and the following Section 21 is substituted:

21. Declarant does hereby reserve unto itself the right to require the installation of siltation fences or erosion control devices and measures in such location, configurations and designs as it may determine appropriate in its sole and absolute discretion on or from any Lot, including "track-out". The Lot owner shall be solely responsible for the cost of any erosion control measures. The Lot owner shall not materially change the grade or contour of any Lot and shall control the flow of surface water from its Lot so not to interfere with the drainage of any adjoining or downstream Lot.

3. Article I of the Declaration is hereby amended by the addition of a new Section 22 which reads as follows:

22. During the mass grading operations for the Lots, Declarant has retained professional engineers to periodically conduct moisture and field density testing services related to the soil conditions and to establish adequate slope across the Lots for proper surface drainage conditions. Upon completion of the mass grading operations, the future responsibility of the soil conditions, the adequate slope and proper surface drainage and final grading of the Lot is the sole responsibility of the Lot owner to ensure proper drainage.

4. Article I of the Declaration is hereby further amended by the addition of a new Section 23 which reads as follows:

23. An established baseball ballpark, currently known as Werner Park, has been constructed on Lot 1, Schewe Farms, and is generally located north of the Ashbury Farm Lots (the "Ballpark"). Declarant anticipates that the proximity of the Lots to the Ballpark will be potentially affected by usual and customary ballpark operations. Nevertheless, purchasers and owners of the Lots should be aware that: (i) normal use, operation and maintenance of the Ballpark will involve noise, music, sound systems and speakers, lights, mowers, power equipment and additional traffic, before, during and after the Ballpark operations; and (ii) such Ballpark activities may from time to time affect the use and enjoyment of the Lots and may include activities other than those related to ballpark use. Each Lot owner acknowledges that they accept the usual and customary operations of the Ballpark and the effect on the Lots.

The Declarant hereby declares, grants and establishes easements on the Lots in favor of the Ballpark operations for: (i) intrusion of noise and other effects from the usual and customary Ballpark operations, and other activities permitted at the Ballpark, including, but not limited to, mowers, power equipment, music, sound systems and speakers, and fan participation; and (ii) intrusion of lights and traffic into the Lots.

5. Except as amended herein, the Declaration shall remain in full force and effect as previously recorded.

***[THE BALANCE OF THIS PAGE IS LEFT INTENTIONALLY BLANK –
SIGNATURE APPEARS ON THE FOLLOWING PAGE]***

IN WITNESS WHEREOF, the Declarant has caused this First Amendment to be executed on the date and year first written above.

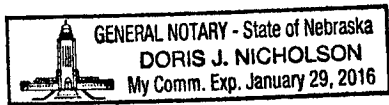
DECLARANT:

B.H.I. DEVELOPMENT, INC., a Nebraska corporation

By: *Gerald L. Torczon*
Gerald L. Torczon, President

STATE OF NEBRASKA)
) ss.
COUNTY OF SARPY)

The foregoing instrument was acknowledged before me this 28th day of July, 2014, by GERALD L. TORCZON, President of B.H.I. DEVELOPMENT, INC., a Nebraska corporation, on behalf of the corporation.



Doris J. Nicholson
Notary Public