

**\$30.50**

2003 APR 10 P 4: 24

INST NO 2003

032891

LANCASTER COUNTY, NE

BLOCK
CODE
Crooked Creek
CHECKED
ENTERED
DATE
BY

**AMENDMENT TO RESTRICTIVE COVENANTS**  
**Crooked Creek Homes Association**

**PURPOSE AND INTENT**

Birdie Creek, L.L.C. is the Developer ("Developer") of the Crooked Creek Addition development upon the following-described real estate:

Lots 1 through 40, Block 1, Crooked Creek Addition, Lincoln, Lancaster County, Nebraska (individually referred to as a "Crooked Creek Lot" and collectively referred to as the "Crooked Creek Properties"), and

Outlot A, Block 1, Crooked Creek Addition, Lincoln, Lancaster County, Nebraska ("Outlot A").

The titleholder of a Crooked Creek Lot is referred to as a "Crooked Creek Owner."

On December 30, 2002, Developer filed restrictive covenants ("Restrictive Covenants") with the Lancaster County Register of Deeds as instrument number 02-095271, establishing certain restrictive covenants on the Crooked Creek Properties.

Crooked Creek Homes Association ("Corporation") has been incorporated in Nebraska for the purpose of enforcing the Restrictive Covenants established upon the Crooked Creek Properties, administering and maintaining the Commons, as defined in the Restrictive Covenants, and providing services to its members.

The undersigned members of the Corporation, holding more than two thirds (2/3) of the class A and class B membership interests entitled to vote, desire to amend the Restrictive Covenants as provided herein.

**AMENDMENT**

The Restrictive Covenants are amended as follows:

1. Paragraph thirty six (36) of the Restrictive Covenants is amended to provide as follows:

"36. GOLF COURSE MEMBER USE OF WATER SYSTEM. The Golf Course Member has granted the Corporation a Water Well and Main Easement and a Utility Access Easement (collectively the "Easements). The Golf Course Member has certain rights to use and/or possess elements of the Water System as provided in the Easements. Each Crooked Creek Owner by acceptance of a deed to a Crooked Creek Lot, acknowledges the Golf Course Members' rights to use and/or possess elements of the Water System granted to the Golf Course Member by the Easements."

2. Paragraph forty seven (47) of the Restrictive Covenants is amended to

*Russell Fitchett*

provide as follows:

"47. **AMENDMENTS:** These Restrictive Covenants shall run with the land and shall be binding upon and enforceable by Developer and all persons claiming under Developer or a Crooked Creek Owner. These Restrictive Covenants may be terminated or modified, in writing, by an affirmative vote of two thirds (2/3) of all members entitled to vote, at any time. However, the provisions of these Restrictive Covenants governing membership in the Corporation and the maintenance of the Commons shall not be terminated or modified without the consent of the City of Lincoln, Nebraska."

3. Except as above amended, the Restrictive Covenants remain in full force and effect.

Dated: April 10, 2003

DEVELOPER:

Birdie Creek, L.L.C., a Nebraska limited liability company

By: Steve Champoux  
Steve Champoux, President of  
Prairie Home Builders, Inc.,  
Managing Member

MEMBER:

Prairie Home Builders, Inc., a Nebraska corporation

By: Steve Champoux  
Steve Champoux, President

STATE OF NEBRASKA            )  
  ) ss.  
COUNTY OF LANCASTER    )

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of April, 2003, by Steve Champoux, President of Prairie Home Builders, Inc., a Nebraska corporation, on behalf of the corporation itself and as Managing Member of Birdie Creek, L.L.C.



Randy R. Ewing  
Notary Public