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Register of Deeds, Douglas County, NE  
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**FIRST AMENDMENT TO COVENANTS, CONDITIONS AND RESTRICTIONS  
OF CANTERBERRY CROSSING**

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF CANTERBERRY CROSSING is made the date hereinafter set forth by Cedeveco, Inc., a Nebraska corporation, as successor-Declarant by Assignment executed July 5, 2006 ("Declarant").

**RECITALS**

A. On or about July 18, 2005, a document entitled Declaration of Covenants, Conditions, and Restrictions for Lots 1 through 124, and Outlots A, B and C, Canterbury Crossing, a subdivision in Douglas County, Nebraska (hereinafter the "Declaration") for Lots 1 through 124, inclusive, CANTERBERRY CROSSING, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska, was recorded by Canterbury Crossing, LLC, Declarant, in the office of the Register of Deeds of Douglas County, Nebraska as Miscellaneous Document No. 2005084175.

B. The Declaration provides Declarant with the right to amend the Declaration for a period of seven (7) years from May 16, 2005 and Declarant desires to amend the Declaration in the following respects and particulars.

NOW, THEREFORE, Declarant hereby declares that the Declaration recorded on or about July 18, 2005 as Miscellaneous Document No. 2005084175 in the office of the Register of Deeds of Douglas County, Nebraska should be and hereby are amended in the following manner:

1. By deleting therefrom Section 8 of Article V and adding in its place and stead the following:

Section 8. General Building Restrictions. All Lots within the Properties shall be used only for detached single family residents, and no more than one single family dwelling with garage attached shall be erected, altered, placed or permitted to remain on any one of said Lots. All telephone, electric power or other utility service from the property line to the residences shall be underground. A dwelling on which construction has begun must be completed within one (1) year from the date the foundation was dug for said dwelling. No excavation dirt shall be spread across any Lot in such a fashion as to materially change the contour or drainage of any Lot. No dwelling shall exceed two and one-half (2 ½) stories in height. All homes construction on said Lots must have the building to front lot line of at least twenty-five (25) feet.

2. By deleting therefrom Section 11 of Article V and adding in its place and stead the following:

Section 11. Easements, Trees and Maintenance of Natural Environmental Area. A perpetual easement has been and is hereby reserved in favor of and granted to Sanitary and Improvement District No. 508 of Douglas County, Nebraska and the City of Omaha in the State of Nebraska, a Municipal corporation, (hereinafter collectively referred to as "Grantee") over the real estate described in Exhibits "A" and "B" attached hereto and incorporated herein (the "Easement Area"), generally related to Lots 9 through 17, inclusive, and Lots 68 through 86, inclusive, all in Canterbury Crossing. The scope and purpose of this easement is for the cleaning of obstacles from the channel contained in the Easement Area and flood control improvements along the property described in the Easement Area. The channel may meander out of its existing boundaries. In such an event, the public shall have no responsibility to prevent such meandering. The Grantors will retain the responsibility for mowing and maintaining vegetation in the Easement Area. No tree shall be removed from the Easement Area unless approved in writing by Declarant after natural death or natural destruction of said tree in the Easement Area. In the event such tree removal is authorized by Declarant, the owner of the Lot on which the tree or part thereof existed as a mature tree shall bear all costs of such removal, regardless of where the tree falls. The Grantee and its contractors and

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engineers shall have full right and authority to enter upon the Easement Area by way of the sideyards of the Lots on which the Easement Area is contained in order to perform any of the acts and functions described within the scope and purposes of such easement; provided, however, that such easement as to said Grantee, City of Omaha only, shall have no force and effect unless and until the Easement Area is annexed as part of said City and until said City shall have a legal obligation to maintain such improvements as public facilities. By utilizing this perpetual easement grant, said Grantee, Sanitary and Improvement District No. 508 of Douglas County, Nebraska, agrees forthwith, and said Grantee, City of Omaha, agrees effective with the annexation of the Easement Area, agrees forthwith, to make good or cause to be made good to the owner or owners of the Easement Area in which the same are constructed, any and all damage that may be done by reason of construction, alterations, maintenance, inspection, repairs or reconstruction in the way of damage to trees, grounds, or other improvements thereon, including crops, vines and gardens. No surface improvements or fill, including but not limited to buildings, fences, patios and/or other items of a similar nature, except bank stabilization, stabilization structures, poles and sign structures, shall be placed in the Easement Area.

Dated this 30 day of November 2006.

CEDEVCO, INC., a Nebraska corporation,

By:

Loren Johnson AUP  
Name and Title:

STATE OF NEBRASKA       )  
  ) ss.  
COUNTY OF DOUGLAS    )

On this 30<sup>th</sup> day of November 2006, the foregoing instrument was acknowledged before me, a Notary Public, by Loren Johnson as Asst. VP of Cedeeco, Inc., a Nebraska corporation, acting on behalf of said corporation.

Diane L. Henninger  
Notary Public

