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**FIRST AMENDMENT TO
 DECLARATION OF COVENANTS, CONDITIONS,
 RESTRICTIONS AND EASEMENTS OF GRANITE FALLS NORTH,
 A SUBDIVISION IN SARPY COUNTY, NEBRASKA**

(Lots 1 through 80, inclusive, and Outlots A through F, inclusive,
 in Granite Falls North)

This FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF GRANITE FALLS NORTH, A SUBDIVISION IN SARPY COUNTY, NEBRASKA ("First Amendment") is made the 25th day of April, 2019, by STONE CREEK PLAZA, L.L.C., a Nebraska limited liability company, hereinafter referred to as the "Declarant."

PRELIMINARY STATEMENT

By Declaration of Covenants, Conditions, Restrictions and Easements of Granite Falls North dated July 17, 2017, and recorded on July 24, 2017, as Instrument No. 2017-17554, 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 80, inclusive, and Outlots A through F, inclusive, in Granite Falls North, 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 11, 12, 14 and 19, and for deletion of Article II, Sections 9 and 11. 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.

R+R After recording, ~~copy to~~
 John Q. Bachman
 PANSING HOGAN ERNST & BACHMAN LLP
 10250 Regency Circle, Suite 300
 Omaha, NE 68114

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. Terms used in this First Amendment with an initial capitalized letter that are not otherwise defined in this First Amendment shall have the meanings ascribed to them by the Declaration.

2. Article I, Section 11 of the Declaration is hereby deleted in its entirety and the following Section 11 is substituted in place thereof:

11. No fence shall be permitted to extend no closer than to fifty percent (50%) of the front line or halfway behind a main residential structure. No hedges or mass planted shrubs shall be permitted more than ten (10) feet in front of the front building line. Unless other materials are specifically approved in writing by Declarant, fences shall only be composed of wrought iron or vinyl. Vinyl fences must be approved by the Declarant and may be denied in Declarant's sole discretion. Fences which are adjacent to any boulevard must be composed of white six (6) foot scalloped vinyl. No fence shall be of the chain link, wood or wire types. **All fences must be approved by the Declarant.** Any fence shall be constructed solely within a Lot boundary and may not encroach onto another Lot. A survey depicting the location shall be provided prior to the construction of the fence, and if not, an as-built survey of the completed fence prepared by a licensed surveyor must be provided to the Declarant showing the fence is located entirely within a Lot without any encroachments to another Lot.

3. Article I, Section 12 of the Declaration is hereby deleted in its entirety and the following Section 12 is substituted in place thereof:

12. No swimming pool may extend more than one (1) foot above ground level.

4. Article I, Section 14 of the Declaration is hereby deleted in its entirety and the following Section 14 is substituted in place thereof:

14. A public sidewalk shall be constructed of concrete five (5) feet wide by four (4) inches thick in front of each Lot and upon each street side of each corner Lot. The sidewalk shall be placed seven (7) feet back of the street curb line and shall be constructed by the owner of the Lot prior to the time of completion of the main structure and before occupancy thereof; provided, however, this provision shall vary to comply with any requirements of the City of Papillion.

5. Article I, Section 19 of the Declaration is hereby deleted in its entirety and the following Section 19 is substituted in place thereof:

19. No structure of a temporary character, carport, detached garage, trailer, basement, tent, outbuilding, shed or shack shall be erected upon or used on any Lot at any time, either temporarily or permanently. No structure or dwelling shall be moved from outside Granite Falls North to any Lot without the written approval of Declarant.

6. Article II, Section 9 of the Declaration is hereby deleted in its entirety.

7. Article II, Section 11 of the Declaration is hereby deleted in its entirety.

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

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

DECLARANT:

STONE CREEK PLAZA, L.L.C., a Nebraska limited liability company

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

STATE OF NEBRASKA)
) ss.
COUNTY OF SARPY)

The foregoing instrument was acknowledged before me this 25th day of April, 2019, by Gerald L. Torczon, Manager of Stone Creek Plaza, L.L.C., a Nebraska limited liability company, on behalf of the company.

Mary Jayne Throener
Notary Public

State of Nebraska - General Notary
MARY JAYNE THROENER
My Commission Expires
September 27, 2020