

COUNTER LM C.E. LM  
VERIFY LM D.E. LM  
PROOF P  
FEES \$ 22.00  
CHECK # 8190  
CHG \_\_\_\_\_ CASH \_\_\_\_\_  
REFUND \_\_\_\_\_ CREDIT \_\_\_\_\_  
SHORT \_\_\_\_\_ NCR \_\_\_\_\_

FILED SARPY COUNTY NEBRASKA  
INSTRUMENT NUMBER

2019-01595

01/24/2019 3:10:02 PM

*J. Koughstalin*

COUNTY CLERK/REGISTER OF DEEDS



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

(Lots 1 through 116, inclusive, and Outlots A through I, inclusive,  
in Granite Lake)

This FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF GRANITE LAKE, A SUBDIVISION IN SARPY COUNTY, NEBRASKA ("First Amendment") is made the 22 day of January, 2019, by WOODLAND HOMES, INC., a Nebraska corporation, hereinafter referred to as the "Declarant."

PRELIMINARY STATEMENT

By Declaration of Covenants, Conditions, Restrictions and Easements of Granite Lake dated July 17, 2017, and recorded on July 24, 2017, as Instrument No. 2017-17555, 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 116, inclusive, and Outlots A through I, inclusive, in Granite Lake, 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 and 14, 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.

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.

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

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

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 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 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.

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

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

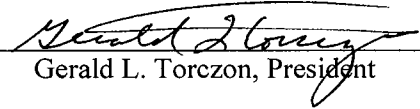
6. Except as amended herein, the Declaration shall remain in full force and effect as previously recorded.

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

DECLARANT:

WOODLAND HOMES, INC., a Nebraska corporation

By: \_\_\_\_\_

  
Gerald L. Torczon, President

STATE OF NEBRASKA        )  
  ) ss.  
COUNTY OF SARPY        )

The foregoing instrument was acknowledged before me this 22 day of January, 2019, by Gerald L. Torczon, President of Woodland Homes, Inc., a Nebraska corporation, on behalf of the corporation.

Mary Jayne Throener  
Notary Public

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