

2009-40950

12/30/2009 4:18:01 PM

Wayne J. Dowling

REGISTER OF DEEDS



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Jon E. Blumenthal
Baird Holm LLP
1700 Farnam Street
Omaha, Nebraska 68102

**AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND
EASEMENTS OF STANDING STONE, A SUBDIVISION
IN SARPY COUNTY, NEBRASKA**

THIS AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF STANDING STONE, A SUBDIVISION IN SARPY COUNTY, NEBRASKA ("Amendment") is made and entered into effective as of this 15th day of December, 2009, by Gretna Stone, L.L.C., a Nebraska limited liability company ("Declarant").

WITNESSETH

WHEREAS, a Declaration of Covenants, Conditions, Restrictions and Easements of Standing Stone, a subdivision in Sarpy County, Nebraska (the "Original Declaration") was recorded in the office of the Register of Deeds of Sarpy County, Nebraska, on May 3, 2005, as Instrument No. 2005-14189, and

WHEREAS, the Declarant is the owner of all of the lots in Phase III (lots 236 through 328; collectively, the "Phase III Lots"), which are subject to the Original Declaration, and

WHEREAS, none of the Phase III Lots have been conveyed or developed, and the Original Declaration states that for a period of five (5) years from the date of the Original Declaration, any or all of the covenants, conditions, restrictions, and easements as they apply to the Lots may be waived, modified or amended for any Lot or Lots, in any manner, for such a time period, and on such conditions, if any, which the Declarant may determine in its full and absolute discretion,

WHEREAS, the Declarant desires to terminate the Original Declaration as to the Phase III Lots, and

WHEREAS, the Declarant desires to modify the Original Declaration with respect to fence restrictions.

NOW, THEREFORE, for good and valuable consideration, the Declarant hereby declares as follows:

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1. All capitalized terms not defined herein shall be defined and have the meanings set forth in the Original Declaration.

2. The Original Declaration is hereby terminated in its entirety as to, and only as to, the Phase III Lots, and shall be of no further force and effect as to, and only as to, the Phase III Lots.

3. Paragraph 13, Article I of the Original Declaration is hereby amended and restated in its entirety, as follows: "No fence shall be permitted unless approved of in writing by Declarant after submission of fencing plans. No fence shall be permitted to extend beyond the front line of a main residential structure. Unless Declarant specifically approves other materials in writing, fences shall only be composed of P.V.C., almond in color, or wood. All fencing on Lots adjoining the 213th Street, Standing Stone Drive, and Schram Road rights-of-way must match the fencing installed within the subdivision by Declarant, and shall only be composed of P.V.C., almond in color. No fences or walls shall exceed a height of six (6) feet. Any fences, hedges or mass planted shrubs installed by or at the direction of the Declarant shall not be subject to the provisions of this paragraph." The foregoing provision shall have no force and effect as to the Phase III Lots.

4. Except as specifically amended herein, the Original Declaration shall remain in full force and effect as originally executed as to the remaining Lots, other than the Phase III Lots.

IN WITNESS WHEREOF, the Declarant has caused this instrument to be executed effective as of the date first set forth above.

GRETNA STONE, L.L.C., a Nebraska limited liability company

By: Barbara Udes Shaw
Barbara Udes Shaw, Manager

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me on the 15 day of December, 2009, by Barbara Udes Shaw, Manager of Gretna Stone, L.L.C., a Nebraska limited liability company, on behalf of the company.

Julie A. Minino
Notary Public

