

2019-10430

05/23/2019 8:00:11 AM

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COUNTY CLERK/REGISTER OF DEEDS



AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS OF HILLS OF ASPEN CREEK,
A SUBDIVISION IN SARPY COUNTY, NEBRASKA

This Amendment to the Declaration of Covenants, Conditions Restrictions and Easements of Hills of Aspen Creek made on the date herein after set forth by the undersigned, hereinafter referred to as "Declarant" is made to amend the Declaration of Covenants, Conditions Restrictions and Easements of Hills of Aspen Creek made on November 6, 2018 and recorded as Instrument No. 2018-26894, Register of Deeds, Sarpy County, Nebraska.

RECITALS

WHEREAS, the above stated covenants covered Lot 1 through Lot 267 inclusive, and Outlots A through G, inclusive in Hills of Aspen Creek, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska; and

WHEREAS, the Declarant, pursuant to Article V Paragraph 2 of the Declaration of Covenants, Conditions, Restrictions and Easements of Hills of Aspen Creek, now desire to amend the above stated covenants.

NOW THEREFORE, the Declarant hereby amends Article II. Paragraph 1 Subparagraph A. of the Declaration of Covenants, Conditions, Restrictions and Easements of Hills of Aspen Creek as follows:

1. Article II. Paragraph 1 Subparagraph A. shall be replaced in its entirety with the following:

A. The acquisition, construction, landscaping, improvement, equipment, maintenance, operation, repair, upkeep and replacement of Common Facilities for the general use, benefit and enjoyment of the Members. Common Facilities may include recreational facilities such as swimming pools, tennis courts, health facilities, playgrounds and parks; and dedicated and nondedicated roads, paths, ways and green areas including compensatory wetland mitigation; outlots; signs and entrances for Hills of Aspen Creek. Common Facilities may be situated on property owned by or leased by the Association, on public property, on private

property subject to an easement in favor of the Association, or on property dedicated to a Sanitary Improvement District.

2. All other terms of said covenants shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date herein.

Dated this 21st day of May 2019.

Richland Homes, L.L.C., a Nebraska Limited Liability Company, Declarant

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

STATE OF NEBRASKA)
) ss.
COUNTY OF SARPY)

The foregoing instrument was acknowledged before me this 21st day of May 2019 by Gerald L. Torczon, Manager of Richland Homes, L.L.C., a Nebraska limited liability company, known to me to be the identical person who signed the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed for the purposes therein expressed on behalf of the Company.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my seal at Omaha, Nebraska, on the day last above written.

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

Mary Jayne Throener
Notary Public