

MISC Inst. # 2018010807, Pg: 1 of 2 Rec Date: 02/09/2018 14:06:08.950

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Douglas County, NE Assessor/Register of Deeds DIANE L. BATTIATO

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**AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS FOR INDIAN CREEK LANDINGS 2**

This Amendment to the Declaration of Covenants, Conditions, Restrictions, and Easements for Indian Creek Landings 2 (this "Amendment") is made on the date hereinafter set forth by Gottsch Land Co., a Nebraska corporation ("Declarant").

RECITALS

- A. On October 4, 2017 a document entitled Declaration of Covenants, Conditions, Restrictions, and Easements for Indian Creek Landings 2 was recorded in the Office of the Register of Deeds of Douglas County Nebraska as Instrument No. 2017080006 (the "Declaration") against the property legally described as Lots 1 through 26, inclusive, Lots 28 through 37, inclusive, Lots 40 through 44, inclusive, all in Indian Creek Landings 2, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska, and Lots 1 and 2, Indian Creek Landings 2 Replat One, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska.
- B. Article IV, Paragraph 2 of the Declaration provides that for a period of ten (10) years the Declarant has the exclusive right to amend, modify or supplement any portion of the Declaration.

NOW, THEREFORE, Declarant hereby declares the Declaration shall be amended as follows:

1. Amendment to Article I, Paragraph 11. Article I, Paragraph 11 of the Declaration shall be deleted in its entirety and replaced with the following:

"11. No fence shall be permitted to extend beyond the front line of a main residential structure. Prior to construction/installation of any fence, the location and materials of the fence must be approved by the Architectural Control Committee pursuant to the terms of this Declaration; provided, however, that no chain link fences will be allowed. In addition, if approved by the Architectural Control Committee, no fences or walls shall exceed a height of six (6) feet. Any fence installed on any Lot by the Declarant, if applicable, shall be maintained by the owner of such Lot, at the owner's sole expense and the owner shall keep such

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fence in good order and repair and replace the same with the same style and equal quality fence when and if reasonably necessary.”

2. Governing Law. This Amendment is made under and governed by the laws of the State of Nebraska.

3. Severability. Each provision of this Amendment and the application thereof are hereby declared to be independent of and severable from the remainder of this Amendment. If any provision contained herein shall be held to be invalid or to be unenforceable or not to run with the land, such holding shall not affect the validity or enforceability of the remainder of this Amendment.

4. No Other Amendments. Except as set forth herein, the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, this Amendment was made this 19 day of January, 2018.

DECLARANT:

Gottsch Land Co.,
A Nebraska Corporation

By: Jeff Jackson
Jeff Jackson,

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 19th day of January, 2018 by Jeff Jackson in his capacity as VP of Gottsch Land Co., a Nebraska corporation.

Tammy L. Zvacek
Notary Public

