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By: LM

Submitter: NEBRASKA TITLE COMPANY-OMAHA

S-File



AMD

**FIRST AMENDMENT TO DECLARATION
OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR LINCOLN WAY, A SUBDIVISION
IN SARPY COUNTY, NEBRASKA**

THIS FIRST AMENDMENT TO DECLARATION (this "First Amendment") is made on the date hereinafter set forth, by LINCOLN WAY, LLC, a Nebraska limited liability company (the "Declarant").

PRELIMINARY STATEMENT

WHEREAS, Declarant is the Declarant under that certain Declaration of Covenants, Conditions and Restrictions for Lincoln Way dated October 17, 2019, as recorded with the Sarpy County Register of Deeds on October 22, 2019, as Instrument Number 2019-25803 (the "Declaration"), said Declaration of which encumbers that certain real property described on Exhibit "A" attached hereto and incorporated herein by this reference;

WHEREAS, Article VII of the Declaration provides that "[d]uring the Development Period, the Declarant has the unilateral right, without the consent of the Association or any Owner, Designated Builder or Mortgagee, to execute and record an amendment to the Declaration (i) withdrawing any portion of the Property which the Declarant owns from the operation of this Declaration; or (ii) annexing any portion of the Property that becomes a buildable Lot, including any outlot"; and

WHEREAS, pursuant to said Article VII of the Declaration, the Declarant wishes to remove and withdraw certain property from being subject to the Declaration and to otherwise amend certain provisions of the Declaration in accordance with the terms and provisions of this First Amendment.

NOW, THEREFORE, in consideration of the foregoing, Declarant hereby amends the Declaration as follows:

1. Definitions. Capitalized terms used herein shall be ascribed the same meaning as set forth in the Declaration unless context clearly requires otherwise.

2. Amendment. The Declaration is hereby amended in the following particulars:

(a) The following Lots (referred to herein as the “Charleston Lots”) are hereby removed and are no longer subject to the terms of the Declaration:

Lots 2 through 9, inclusive, 21 through 25, inclusive, and 67 through 122, inclusive, in Lincoln Way, a subdivision, as surveyed, platted and recorded in Sarpy County, Nebraska; and

Lot 1, Lincoln Way Replat One, a subdivision, as surveyed, platted and recorded in Sarpy County, Nebraska.

(b) The term “Property” as used in the Declaration is hereby amended, in light of the removal of the Charleston Lots, and shall now refer to the following real estate:

Lots 10 through 20, inclusive, 26 through 66, inclusive, and Outlots A through D, inclusive, all in Lincoln Way, a subdivision, as surveyed, platted and recorded in Sarpy County, Nebraska.

(c) Any reference to the “Lincoln Way Subdivision” in the Declaration shall refer to the Property, as amended in Subsection 2(b) above, and shall not include the Charleston Lots.

(d) With respect to the drainage easement granted in Section 5.13 of the Declaration, the Lot Owners hereby acknowledge and agree that certain Lots are adjacent to certain Charleston Lots, which, pursuant to this First Amendment, are no longer subject to this Declaration and that any such Charleston Lots shall nonetheless benefit by the drainage easement granted in said Section 5.13 of the Declaration. Likewise, any Lots that are adjacent to any such Charleston Lots shall benefit by a drainage easement granted by the owners of any such Charleston Lots pursuant to that certain Declaration of Covenants, Conditions and Restrictions for a Part of Lincoln Way, a Subdivision in Sarpy County, Nebraska, dated of even date herewith, and to be recorded in the Office of the Register of Deeds of Sarpy County, Nebraska simultaneously upon the acquisition of the Charleston Lots by Charleston Homes, LLC, a Nebraska limited liability company (the “Lincoln Way South Declaration”).

(e) Pursuant to the Lincoln Way South Declaration, the Lincoln Way South Homeowners Association shall contribute twenty-five percent (25%) of the cost of mowing and plantings on Outlots B and C in Lincoln Way, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska (“Outlot B” and “Outlot C”, respectively). The Lincoln Way South Homeowners Association shall also contribute fifty percent (50%) of the cost of storm basin maintenance on Outlot B and Outlot C. Maintenance and mowing of Outlot B and Outlot C shall

be performed by the Association pursuant to the Declaration. In the event the Lincoln Way South Homeowners Association fails to pay its share of maintenance and mowing costs for Outlot B and Outlot C within thirty (30) days of receipt of an invoice for such costs from the association, the Association may exercise any or all of the following remedies: (i) charge interest at a rate of ten percent (10%) of the outstanding balance due and/or (ii) bring an action at law or in equity against the Lincoln Way South Homeowners Association to collect the same. The Lincoln Way South Homeowners Association shall also be obligated to pay all attorneys' fees, court costs, and administrative costs incurred by the Association in connection with any such collection efforts.

(f) Pursuant to the Lincoln Way South Declaration, that certain monument sign located at the southwest corner of the intersection of 96th Street and Osprey Lane in Sarpy County, Nebraska, more specifically located in the northeast corner of that certain real property described as Lot 123 in Lincoln Way, a subdivision, as surveyed, platted and recorded in Sarpy County, Nebraska, shall be maintained by the Lincoln Way South Homeowners Association, while that certain monument sign located on that portion of the Property described as Outlot D in Lincoln Way, a subdivision, as surveyed, platted and recorded in Sarpy County, Nebraska, shall be maintained by the Association pursuant to the Declaration.

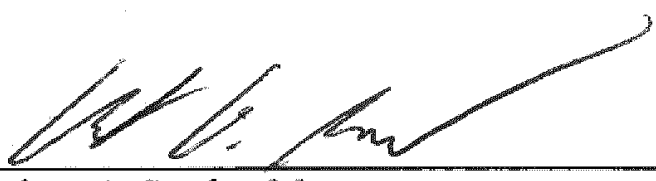
3. Limitation of Amendment. Except as expressly amended herein, the Declaration shall continue in full force and effect according to its terms.

[Space Below Intentionally Left Blank – Signature Page to Follow]

IN WITNESS WHEREOF, the Declarant has caused this First Amendment to be executed this 2 day of October, 2020.

DECLARANT:

LINCOLN WAY, LLC,
a Nebraska limited liability company

By: 
Andrew A. Snyder, Manager

STATE OF NEBRASKA)
) ss.:
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 2 day of October, 2020, by Andrew A. Snyder, Manager of Lincoln Way, LLC, a Nebraska limited liability company, on behalf of the company.

State of Nebraska – General Notary
TANYAK MAINELLI
My Commission Expires
March 21, 2023

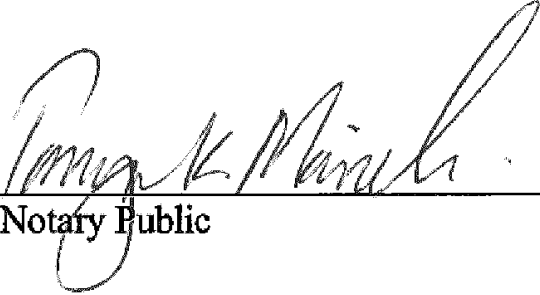

Notary Public

EXHIBIT "A"

Description of Real Property Subject to the Declaration

Lots 2 through 122, inclusive, and Outlots A through D, inclusive, all in Lincoln Way, a subdivision, as surveyed, platted, and recorded in Sarpy County, Nebraska.

AND

Lot 1, Lincoln Way Replat One, a subdivision, as surveyed, platted and recorded in Sarpy County, Nebraska.