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INSTRUMENT NUMBER

2019-19931

08/28/2019 2:27:22 PM


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AMENDMENT TO PROTECTIVE COVENANTS AGREEMENT FOR SOUTHERN POINTE

This Amendment to the Protective Covenants Agreement for Southern Pointe (this "Amendment") is made on the date hereinafter set forth by Celebrity Homes, Inc., a Nebraska corporation ("Declarant").

RECITALS

- A. On August 2, 2019 a document entitled Protective Covenants Agreement for Southern Pointe was recorded in the Office of the Register of Deeds of Sarpy County Nebraska as Instrument No. 2019-17245 (the "Declaration") against the property legally described as Lots 1 through 202, inclusive, and Outlots A through K, inclusive, all in Southern Pointe, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska.
- B. Paragraph 19 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 Subparagraph 14(d). Subparagraph 14(d) of the Declaration shall be deleted in its entirety and is hereby replaced with the following:

"d. a perpetual easement is hereby granted to the Association, and its successors and assigns, to, in the sole and absolute discretion of the Association, plant, trim, maintain, replace or remove any landscaping and/or trees in and/or along the area that is up to twenty-feet (20') wide and which abuts the rear property lines of Lots 1 – 3; Lots 7 – 24; Lots 90 – 96; and Outlot D, inclusive, Southern Pointe, and within the 114th street right-of-way (collectively, the "114th Street Landscape Easement Area"). The exact location and width of the 114th Street Landscape Easement Area will be more specifically depicted and described in a separate landscape easement to be recorded against each of the perimeter lots. The

Association shall be permitted reasonable access over, across and through Lots 1 – 3; Lots 7 – 24; Lots 90 – 96; and Outlot D, inclusive, Southern Pointe, for the purposes of exercising its rights set forth herein.”

2. Addition of Exhibit “A”. Exhibit “A” to the Declaration was inadvertently omitted from the original filing of the Declaration. Accordingly, Exhibit “A” attached to this Amendment shall serve as Exhibit “A” for the purposes of Paragraph 5 of the Declaration.

3. 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 26 day of August, 2019.

DECLARANT:

Celebrity Homes, Inc.,

By 

Chad Larsen, Vice-President

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 26 day of August, 2019, by Chad Larsen, Vice-President, on behalf of Celebrity Homes, Inc., a Nebraska corporation.


Notary Public



Exhibit A
Perimeter Fence Design

