

90-13637

FILED SARPY CO. NE.
INSTRUMENT NUMBER
90-13637

Sept.
~~1983~~
1990
amend
ments

4450

1990 AMENDMENT TO "AMENDED DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS"
DATED MAY 23, 1983 AND RECORDED MAY 23, 1983
IN BOOK 56 OF MISCELLANEOUS RECORDS AT PAGE 313
IN THE OFFICE OF THE REGISTER OF DEEDS OF
SARPY COUNTY, NEBRASKA

SEP 21 PM 1:04

REGISTER OF DEEDS

WHEREAS, an "Amended Declaration of Covenants, Conditions and Restrictions" was executed on May 23, 1983 and recorded on May 23, 1983 in Book 56 of Miscellaneous Records at Page 313, in the office of the Register of Deeds of Sarpy County, Nebraska, amending that certain "Declaration of Covenants, Conditions and Restrictions" which was filed on July 23, 1981 in Book 54 of Miscellaneous Records at Page 471, in the office of the Register of Deeds of Sarpy County, Nebraska, and

WHEREAS, the undersigned owners of properties described in said "Amended Declaration of Covenants, Conditions and Restrictions", together with such owners as may hereafter confirm and ratify this instrument, desire to further amend the same by vote of not less than 90% of the lots covered by said "Amended Declaration of Covenants, Conditions and Restrictions", and

WHEREAS, a portion of the subdivision originally known as "Lynnwood Oaks Townhomes", and later replatted into "Leawood Oaks Townhomes", has now been replatted into Lots 1 through 10, inclusive, Leawood Oaks Townhomes Replat, a subdivision in Sarpy County, Nebraska, the portion being replatted having been formerly known as Lots 19 through 29, inclusive, in Leawood Oaks Townhomes, a subdivision in Sarpy County, Nebraska,

NOW, THEREFORE, THE FOLLOWING AMENDMENTS ARE MADE TO THE "AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS" FILED ON MAY 23, 1983 IN BOOK 56 OF MISCELLANEOUS RECORDS AT PAGE 313, IN THE OFFICE OF THE REGISTER OF DEEDS OF SARPY COUNTY, NEBRASKA:

1. The property which is hereafter to be subject to said "Amended Declaration of Covenants, Conditions and Restrictions", shall be the following property in Sarpy County, Nebraska, to wit:

Lots 1 through 18, inclusive, and Lot 30, in Leawood Oaks Townhomes, a subdivision in Sarpy County, Nebraska, as surveyed, platted and recorded, and Lots 1 through 10 inclusive, in Leawood Oaks Townhomes Replat, a subdivision in Sarpy County, Nebraska, as surveyed, platted and recorded.

2. Section 1 of Article I of said "Amended Declaration of Covenants, Conditions and Restrictions" shall be amended to read as follows:

Section 1. "Association" shall mean and refer to Leawood Oaks Townhomes Owners Association, a Nebraska non-profit corporation, its successors and assigns.

3. Section 3 of Article I of said "Amended Declaration of Covenants, Conditions and Restrictions" shall be amended to read as follows:

Section 3. "Properties" shall mean and refer to all of Lots 1 through 18, inclusive, and Lot 30, in Leawood Oaks Townhomes, a subdivision in Sarpy County, Nebraska, as surveyed, platted and recorded, and Lots 1 through 10, inclusive, in Leawood Oaks Townhomes Replat, a subdivision in Sarpy County, Nebraska as surveyed, platted and recorded, together with such additions thereto as may hereafter be brought within the jurisdiction of the Association.

4. Section 4 of Article I of said "Amended Declaration of

Covenants, Conditions and Restrictions" shall be amended to read as follows:

Section 4. "Common Area" shall mean all real property (including any improvements thereto or thereon) owned by the Association for the common use and enjoyment of the owners. The common area presently owned by the Association is:

Lot 30, Leawood Oaks Townhomes, a subdivision in Sarpy County, Nebraska as surveyed, platted and recorded.

5. Section 2 of Article III of said "Amended Declaration of Covenants, Conditions and Restrictions" shall be amended to read as follows:

Section 2. The Association shall have one class of voting members, Class A members, defined as follows:

CLASS A. Class A Members shall be all owners of Lots, with the exception of the owner of any "common area" lot. When there shall be more than one person and/or entity holding an interest in any Lot, all such persons and/or entities shall be members; provided, however, that the vote for such Lots shall be exercised as such persons and/or entities shall determine, but in no event shall more than one vote be cast with respect to any Lot.

6. Except as hereinabove provided all other provisions of said "Amended Declaration of Covenants, Conditions and Restrictions" shall remain in full force and effect.

7. This 1990 Amendment shall be effective whenever the same has been signed by owners of not less than 90% of the lots referred to in Paragraph 1 above, either by signing this instrument itself, or by signing any instrument by which any such owner shall indicate that such owner affirms and ratifies this instrument. All such instruments shall be recorded in the same manner as deeds in the office of the Register of Deeds of Sarpy County, Nebraska.

IN WITNESS WHEREOF, the undersigned, being the owners of the lots set out opposite the signature lines of the undersigned owners, have executed this 1990 Amendment on the dates indicated opposite their signatures below, with respect to the lots set out opposite their signatures.

<u>DATE</u>	<u>LOTS OWNED IN LEAWOOD OAKS TOWNHOMES, A SUBDIVISION IN SARPY COUNTY, NEBRASKA</u>	<u>NAMES AND ADDRESSES OF OWNERS</u>
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_____ , 1990	Lot 1	Phyllis M. Jeanetta 2808 Lynnwood Drive Omaha, NE 68123
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Sept 21, 1990	Lots 2, 6, 16 and 18	APOLLO BUILDING CORP.
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By: Terrence Ficenec
 Terrence Ficenec
 President
 2757 Harney St.
 Omaha, NE 68131

_____ , 1990	Lot 3	Jeanne M. Worthington 3057 W. Queens Cir. Merced, California 95340
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89-17987

Dec
1989

2
 INDEXED _____
 SERIALIZED _____
 FILED _____
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Driveway Easement

COME NOW Paul A. Rauth, Trustee, and states as follows:

1. Paul A. Rauth, Trustee, is the owner of property described as follows:

FILED SARPY CO. NE.
INSTRUMENT NUMBER
89-17987

89 DEC 28 AM 11:29

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10, Leawood Oaks Townhomes Replat, being a Replat of Lots 19 through 29, inclusive, of Leawood Oaks Townhomes, all as surveyed, platted and recorded, in Sarpy County, Nebraska.

Clayton D. ...

REGISTER OF DEEDS

2. For the purpose of granting access to townhomes built upon or to be built upon the above-described properties, the parties to this agreement hereby grant to the present and future owners of said lots described in Paragraph 1 above, an easement over the westerly 40 feet of each of said lots described in Paragraph 1 above, for the purpose of a driveway easement for the use and benefit of all of the present and future owners of each and all of said lots and their invitees and lessees. The use of this Easement is restricted to the owners, whether present or future, of the lots described in Paragraph 1 above, and their invitees and lessees; this Easement is not for the use and benefit of the owners of, or lessees of, or invitees upon, any other property, including abutting property.

3. The installation and maintenance of a hard-surfaced driveway within any part of the subject easement area, described above, shall be at the joint and mutual cost of the owners of all of said ten lots with each paying ten percent (10%) thereof. Should there be any disagreement as to installation and maintenance of such driveway in said easement area, so that not all of the owners of said ten lots agree, then decisions shall be made by the owners of a majority of said lots. In the event any lot is owned by more than one owner, such as a husband and wife, the act by any one of said owners shall be deemed to be the act of all of said owners of any such lot insofar as any decision with respect to the installation and/or maintenance of the driveway in the subject easement.

4. Owners of lots in Leawood Oaks Townhomes other than those lots described in Paragraph 1 above, shall not be subject to any charge for maintenance of such driveway.

5. This easement shall run with the land, and shall be a benefit for and a burden upon each of the lots described in

8947987A

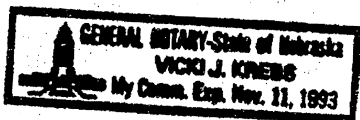
Paragraph 1 above, and shall be binding upon the successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, this instrument has been executed on December 27, 1989.

Paul A. Rauth, Trustee
Paul A. Rauth, Trustee

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me on December 27, 1989 by Paul A. Rauth.



Vicki J. Krebs
Notary Public
My Commission Expires: 11-11-93

My Commission Expires: 11-11-93

PAR:CV164:51

89-17988

SEARCHED _____
INDEXED _____
SERIALIZED _____
FILED _____
CHECKED _____
FEE \$ _____
1500

FILED SARPY CO. NE.
INSTRUMENT NUMBER
89-17988

E A S E M E N T

89 DEC 28 AM 11:30

KNOW ALL MEN BY THESE PRESENTS:

Shelby J. Daveling
REGISTER OF DEEDS

That, PAUL A. RAUTH, Trustee (hereinafter referred to as "Grantor", whether one or more), for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant and convey unto the CITY OF BELLEVUE, NEBRASKA, a Municipal Corporation (hereinafter referred to as "City"), and to its successors and assigns, an Easement for the right to construct, maintain and operate a permanent sanitary sewer and appurtenances thereto, in, through, and under the parcel of land described as follows, to-wit:

The East 15' of Lots 1 through 10, inclusive, Leawood Oaks Townhomes Replat, being a replat of Lots 19 through 29, inclusive, Leawood Oaks Townhomes, as surveyed, platted and recorded, in Sarpy County, Nebraska.

TO HAVE AND TO HOLD unto said City, its successors and assigns, together with the right of ingress and egress from said premises for the purpose of constructing, inspecting, maintaining or operating said sewer at the will of the City. The Grantor may, following construction of said sewer, continue to use the surface of the easement strip conveyed hereby for other purposes, subject to the right of the City to use the same for the purposes herein expressed.

IT IS FURTHER AGREED AS FOLLOWS:

1. That no grading, fill or fill material, embankment work, buildings, improvements, or other structures, shall be placed in, on, over, or across said easement strip by Grantor, his or their successors and assigns without express approval of the City. Improvements which may be approved by City include landscaping or road, street or parking area surfacing or pavement. These improvements and any trees, grass or shrubbery placed on said Easement shall be maintained by Grantor, his heirs, successors or assigns.

2. That City will replace or rebuild any and all damage to improvements caused by City exercising its rights of inspecting, maintaining or operating said sewer, except that, damage to, or loss of, trees and shrubbery will not be compensated for by City.

3. That City shall cause any trench made on said easement strip to be properly refilled and shall cause the

premises to be left in a neat and orderly condition. This Easement is also for the benefit of any contractor, agent, employee, or representative of the City.

4. That said Grantor for himself or themselves and his or their heirs, successors and assigns, does or do confirm with the said City and its assigns, that he or they, the Grantor is or are well seised in fee of the above described property and that he or they has or have the right to grant and convey this Easement in the manner and form aforesaid, and that he or they will, and his or their heirs, successors and assigns, shall warrant and defend this Easement to said City and its assigns against the lawful claims and demands of all persons. This Easement runs with the land.

IN WITNESS WHEREOF, said Grantor has hereunto set his hand this 27th day of December, 1989.

Paul A. Rauth, Trustee
PAUL A. RAUTH, Trustee

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 27th day of December, 1989, before me, the undersigned, a Notary Public in and for said County and State, personally came PAUL A. RAUTH, TRUSTEE, to me personally known to be the identical person whose name is affixed to the foregoing instrument as Grantor, and acknowledged the execution thereof to be his voluntary act and deed.

WITNESS my hand and Notarial Seal at Omaha, Nebraska in said County, the day and year last above written.



Steven L. Offner
NOTARY PUBLIC

WH:CKS27:35

Sept 21, 1990

Lot 4

Wallace Hopkins
Wallace Hopkins
5022 Martha St.
Omaha, NE 68106

Marie A. Hopkins
Marie A. Hopkins
5022 Martha St.
Omaha, NE 68106

_____, 1990

Lot 5

Christopher D. Boyer
Christopher D. Boyer
3178 Altamonte
Beale A.F.B., CA 95903

Barbara A. Boyer
Barbara A. Boyer
3178 Altamonte
Beale A.F.B., CA 95903

21 Sept, 1990

Lots 7 and 8

Richard Cordes
Richard Cordes
12914 S. 25th St.
Omaha, NE 68123

_____, 1990

Lot 9

Marilyn J. Holmlund
Marilyn J. Holmlund
2344 East Aspen
Tempe, AZ 85282

_____, 1990

Lot 10

David Anthony Martin
David Anthony Martin
12914 S. 28th Ave.
Omaha, NE 68123

Sept. 20, 1990

Lot 11

William M. Crane
William M. Crane
12912 S. 28th Ave.
Omaha, NE 68123

Georgia M. Crane
Georgia M. Crane
12912 S. 28th Ave.
Omaha, NE 68123

_____, 1990

Lot 12

John M. Durham
John M. Durham
6249 Dillingham
Shreveport, LA 71106

_____, 1990

Lot 13

Terry L. Webb
Terry L. Webb
12908 S. 28th Ave.
Omaha, NE 68123

_____, 1990

Lot 14

John R. Smith III
John R. Smith III
12906 S. 28th Ave.
Omaha, NE 68123

_____, 1990

Lot 15

Booker T. Rogers
Booker T. Rogers
3208 Brooke St.
Denton, TX 76201

_____, 1990

Lot 17

Michael J. Falvey
Michael J. Falvey
8619 Buckboard Drive
Alexandria, VA 22308

Sept 20 1990 Lot 30

Stephanie A. Falvey
8619 Buckboard Drive
Alexandria, VA 22308

LEAWOOD OAKS TOWNHOMES
OWNERS ASSOCIATION

By: William M. Crane
President
c/o Century 21 Midlands
11515 S. 36th St.
Omaha, NE 68123

LOTS OWNED IN
LEAWOOD OAKS
TOWNHOMES REPLAT,
SARPY COUNTY, NE

Sept 20, 1990 Lots 1 through 10,
inclusive

Paul A. Rauth
Paul A. Rauth, Trustee
1623 Farnam, Suite 900
Omaha, NE 68102

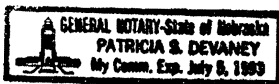
STATE OF NEBRASKA)
) ss.
COUNTY OF SARPY)

The foregoing instrument was acknowledged before me on _____, 1990 by Phyllis M. Jeanetta.

Notary Public
My Commission Expires: _____

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me on Sept 21, 1990 by Terrence Ficenc, President of Apollo Building Corporation.



Patricia S. Devaney
Notary Public
My Commission Expires: 7-8-93

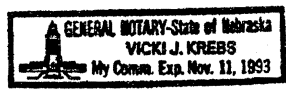
STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me on _____, 1990 by Jeanne M. Worthington.

Notary Public
My Commission Expires: _____

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me on September 21, 1990 by Wallace Hopkins and Marie A. Hopkins, husband and wife.



Vicki J. Krebs
Notary Public
My Commission Expires: 11-11-93

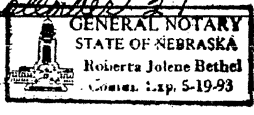
STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me on _____, 1990 by Christopher D. Boyer and Barbara A. Boyer, husband and wife.

Notary Public
My Commission Expires: _____

STATE OF NEBRASKA)
) ss.
COUNTY OF SARPY)

The foregoing instrument was acknowledged before me on September 21, 1990 by Richard Cordes.



Roberta Jolene Bethel
Notary Public
My Commission Expires: 5/19/93

STATE OF ARIZONA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me on _____, 1990 by Marilyn J. Holmlund.

Notary Public
My Commission Expires: _____

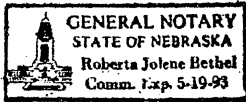
STATE OF NEBRASKA)
) ss.
COUNTY OF SARPY)

The foregoing instrument was acknowledged before me on _____, 1990 by David Anthony Martin.

Notary Public
My Commission Expires: _____

STATE OF NEBRASKA)
) ss.
COUNTY OF SARPY)

The foregoing instrument was acknowledged before me on September 20, 1990 by William M. Chane and Georgia M. Crane, husband and wife.



Roberta Jolene Bethel
Notary Public
My Commission Expires: 5/19/93

STATE OF LOUISIANA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me on _____, 1990 by John M. Durham.

Notary Public
My Commission Expires: _____

STATE OF NEBRASKA)
) ss.
COUNTY OF SARPY)

The foregoing instrument was acknowledged before me on _____, 1990 by Terry L. Webb.

Notary Public
My Commission Expires: _____

STATE OF NEBRASKA)
) ss.
COUNTY OF SARPY)

The foregoing instrument was acknowledged before me on _____, 1990 by John R. Smith III.

Notary Public
My Commission Expires: _____

STATE OF TEXAS)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me on _____, 1990 by Booker T. Rogers.

Notary Public
My Commission Expires: _____

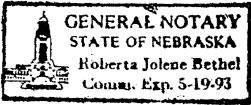
STATE OF VIRGINIA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me on _____, 1990 by Michael J. Falvey and Stephanie A. Falvey, husband and wife.

Notary Public
My Commission Expires: _____

STATE OF NEBRASKA)
) ss.
COUNTY OF SARPY)

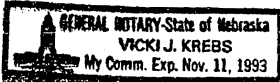
The foregoing instrument was acknowledged before me on September 20, 1990 by the President of Leawood Oaks Townhomes Owners Association.



Roberta Jolene Bethel
Notary Public
My Commission Expires: 5/19/93

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me on Sept. 30, 1990, 1990 by Paul A. Rauth, Trustee.



Vicki J. Krebs
Notary Public
My Commission Expires: 11-11-93

PARCV99