

FILED SARPY CO. NE.  
INSTRUMENT NUMBER  
2005-43309

2005 NOV 22 P 2:07

*Glenn J. Downing*

REGISTER OF DEEDS

COUNTER 10 C.E. AM  
VERIFY AM D.E. AM  
PROOF AM  
FEES \$ 268.50  
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**FIRST AMENDMENT TO THE  
DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS AND EASEMENTS  
OF SUMMIT RIDGE IN SARPY COUNTY, NEBRASKA**

THIS FIRST AMENDMENT is made by HEARTHSTONE HOMES, INC., assignee of Declarant's rights, hereinafter referred to as the "Declarant," and made to the Declaration of Covenants, Conditions, Restrictions and Easements of Summit Ridge, a subdivision in Sarpy County, Nebraska, dated March 30, 2004 and recorded as Document No. 200410909 in the Miscellaneous Records of the Register of Deeds of Sarpy County, Nebraska on March 30, 2004 (hereinafter referred to as the "Declaration").

**PRELIMINARY STATEMENT**

Article IV, Paragraph 2 of the Declaration provides that the covenants and restrictions of the Declaration may be amended by the Declarant for a period of 10 years following March 30, 2004.

NOW, THEREFORE, Declarant hereby declares that the Declaration of Covenants, Conditions, Restrictions and Easements of Summit Ridge, a subdivision in Sarpy County, Nebraska, dated March 30, 2004 and recorded as Document No. 200410909 in the Miscellaneous Records of the Register of Deeds of Sarpy County, Nebraska on March 30, 2004, should be and hereby are amended in the following manner:

1. By deleting therefrom the legal description in the Preliminary Statement and adding in its place and stead the following:

Lots 1 thru 41, inclusive, and Lots 51 thru 53, inclusive, and Lots 56 thru 58, inclusive, and Lots 62 thru 126, inclusive, Lots 133 thru 143, inclusive, Lots 149 thru 156, inclusive, 167 thru 222, inclusive, 227 thru 238, inclusive, and Lots 243 thru 497, inclusive, and Outlots "A" thru "M", all in Summit Ridge; and Lots 1 thru 9, inclusive, Summit Ridge Replat One; Lots 1 thru 3, inclusive, Summit Ridge Replat Two; Lots 1 and 2, Summit Ridge Replat Three; Lots 1 thru 6, inclusive, Summit Ridge Replat Four; Lots 1 thru 4, inclusive, Summit Ridge Replat Five; Lots 1 thru 10, inclusive; and, Outlot "A", Summit Ridge Replat Seven; Lots 1 thru 5, inclusive, Summit Ridge Replat Eight, as surveyed, platted and recorded in Sarpy County, Nebraska;

2. By deleting therefrom subsection c of paragraph 1 of Article II and adding in its place and stead the following:

(c) "Properties" shall mean and refer to: Lots 1 thru 41, inclusive, and Lots 51 thru 53, inclusive, and Lots 56 thru 58, inclusive, and Lots 62 thru 126, inclusive, Lots 133 thru 143, inclusive, Lots 149 thru 156, inclusive, 167 thru 222, inclusive, 227 thru 238, inclusive, and Lots 243 thru 497, inclusive, all in Summit Ridge; and Lots 1 thru 9, inclusive, Summit Ridge Replat One; Lots 1 thru 3, inclusive, Summit Ridge Replat Two; Lots 1 and 2, Summit Ridge

43309

SEC.

A

Replat Three; Lots 1 thru 6, inclusive, Summit Ridge Replat Four; Lots 1 thru 4, inclusive, Summit Ridge Replat Five; Lots 1 thru 10, inclusive; Summit Ridge Replat Seven; Lots 1 thru 5, inclusive, Summit Ridge Replat Eight, as surveyed, platted and recorded in Sarpy County, Nebraska;

- 3. By deleting therefrom paragraph 8 of Article I and adding in its place and stead the following:

8. No fence shall be permitted to extend beyond the front line of a main residential structure. The only fencing permitted on ~~Lots 1 thru 30, inclusive; Lots 136 thru 143, inclusive; Lot 243; Lots 266 thru 279, inclusive; and, Lots 1 thru 5, inclusive, Summit Ridge Replat Eight,~~ the side or rear lot line of which abuts Schram Road or 96<sup>th</sup> Street; and, Lots 1, 41, and 126, Lots 133 thru 136, inclusive; Lots 342 thru 372, inclusive, all in Summit Ridge; and Lots 1 thru 9, inclusive, Summit Ridge Replat One; and, Lots 1 thru 6, inclusive, Summit Ridge Replat Four, the side or rear lot line of which abuts Outlots "A", "B", "D", "I" or "J", the Gas Line Easement, shall be a four (4) foot high, black, vinyl chain link fence. The side yard of ~~Lots 180, 181, 197, 198, 385, 386, 400, 401, 445, 446, 462 and 463,~~ adjacent to designated Public Pedestrian Walkway Easements, shall be fenced with four (4) foot high, black, vinyl chain link fence. No chain link fencing shall be permitted on any other lot. No hedges or mass planted shrubs shall be permitted more than the (10) feet in front of the front building line. If a fence is constructed on any Lot by the developer or by the owner, the owner of any such Lot shall, at his sole expense, maintain and keep such fence in good order, including the removal of graffiti and the prevention of posting of signs, banners or any other thing on said fence, and repair and replace the same with the same style and equal quality fence when and if reasonably necessary.

Summit Ridge  
DP's

Summit Ridge  
CA's

- 4. By deleting therefrom paragraph 9 of Article I and adding in its place and stead the following:

9. No swimming pool shall be permitted which extends more than one (1) foot above ground level. However, a swimming pool may extend more than one foot above ground level; if a six (6) foot high solid fence is constructed around the pool such that the pool, except slide, is not visible above the fence. No above ground swimming pools are allowed on Lots 1 thru 30, inclusive; Lot 41, 126, Lots 133 thru 143, inclusive; Lot 243; Lots 266 thru 279, inclusive; and, Lots 342 thru 372, inclusive, all in Summit Ridge; and Lots 1 thru 9, inclusive, Summit Ridge Replat One; Lots 1 thru 6, inclusive, Summit Ridge Replat Four; and, Lots 1 thru 5, inclusive, Summit Ridge Replat Eight, which allow only a four (4) foot high, black, vinyl chain link fence.

- 5. By deleting therefrom paragraph 16 of Article I and adding in its place and stead the following:

16. Lots 1 thru 30, inclusive; Lots 136 thru 143, inclusive, Lot 243; and, Lots 266 thru 279, inclusive, all in Summit Ridge; and, Lots 1 thru 5, inclusive, Summit Ridge Replat Eight, the rear lot line of which abuts Schram Road or 96<sup>th</sup> Street, shall comply with the landscape requirements as may be established for the Schram Road Corridor by the City of Papillion.

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

2005-43309 B

IN WITNESS WHEREOF, the Declarant has caused these presents to be executed this 6<sup>th</sup> day of September 2005.

HEARTHSTONE HOMES, INC., "Declarant" by  
virtue of assignment,

By: [Signature]  
John J. Smith, President

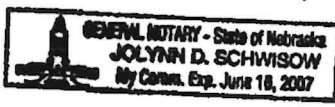
Consented to this 6<sup>th</sup> day of September 2005.

BOYER YOUNG EQUITIES IV, LLC,  
By: Boyer Young Development Company,  
Administrative Member,

By: [Signature]  
Timothy W. Young, President

STATE OF NEBRASKA    )  
                                  ) ss.  
COUNTY OF DOUGLAS    )

The foregoing instrument was signed before me this 6<sup>th</sup> day of September 2005, by John J. Smith, President of HearthStone Homes, Inc., a Nebraska corporation, to me known to be the identical person named in and who executed the foregoing instrument and acknowledged that he executed the same as his voluntary act and deed on behalf of said corporation.



[Signature]  
Notary Public

STATE OF NEBRASKA    )  
                                  ) ss.  
COUNTY OF DOUGLAS    )

The foregoing instrument was signed before me this 6<sup>th</sup> day of September 2005, by Timothy W. Young, as President of Boyer Young Development Company, Administrative Member of Boyer Young Equities IV, LLC, to me known to be the identical person named in and who executed the foregoing instrument and acknowledged that she executed the same as his voluntary act and deed on behalf of said limited liability company.



[Signature]  
Notary Public