

2002 2867

STATE OF NEBRASKA COUNTY OF WASHINGTON)SS  
ENTERED IN NUMERICAL INDEX AND FILED FOR RECORD  
THIS 7th DAY OF May A.D. 2002  
AT 10:05 O'CLOCK A M AND RECORDED IN BOOK

593

FILED

02 MAY -7 AM 10: 05

364 AT PAGE 593-596  
COUNTY CLERK Charlotte L. Petersen AMENDMENT TO  
DEPUTY Karen Madison AMENDED AND RESTATED

CHARLOTTE L. PETERSEN  
WASHINGTON COUNTY, CLERK  
BLAIR, NEBR.

**DECLARATION**  
**OF COVENANTS, CONDITIONS AND RESTRICTIONS**

THIS DECLARATION is made as of the 1<sup>st</sup> day of April, 2002 by Heartland Acreage Developers, Inc., a Nebraska Corporation, hereinafter referred to as "Declarant."

**WITNESSETH:**

WHEREAS, this Amendment to the Amended and Restated Declaration of Covenants, Conditions and Restrictions (the "Covenants") consistent with the By-Laws of the Allen Hills Homeowners Association; and

WHEREAS, Declarant being the owner of at least thirty five percent (35%) of the Lots in the Subdivision by virtue of the provisions of the Declaration, hereby exercises its power to amend (see legal description attached hereto as Exhibit "A" hereto and by this reference made a part hereof).

WHEREFORE, the Amended and Restated Declaration of Covenants, Conditions and Restrictions made as of the 31<sup>st</sup> day of March, 2000, by Heartland Acreage Developers, Inc., a Nebraska corporation, be and hereby are amended as follows:

1. Section X is hereby deleted in its entirety and the following substituted therefore:

X. The Association shall, on an annual basis, project the cost and expense it anticipates will be incurred to perform the duties and obligations of the Association under these Covenants and under its Articles of Incorporation and the By-Laws. Such projected costs shall be assessed equally against all Lots in the Subdivision. An invoice for such amount shall be sent to the owner of each Lot on January 15<sup>th</sup> of each year. The initial assessment for calendar year 1998 shall be One Hundred Seventy Five and No/Dollars (\$175.00) per lot.

Declarant shall be responsible for all maintenance required by Section W until such time as thirty two (32) lots have been sold. Upon the sale of the thirty second (32<sup>nd</sup>) lot, the Association shall assume all responsibility pursuant to Section W and its Articles of Incorporation and By-laws. Declarant shall remain responsible for all operational expenses in excess of the total annual assessments levied against the non-Declarant owned lots. Provided, however, that all lots not owned by the Declarant shall have an annual assessment of at least One Hundred Seventy Five and No/Dollars

recorded \_\_\_\_\_  
General \_\_\_\_\_  
Numerical \_\_\_\_\_  
Photostat \_\_\_\_\_  
Printed \_\_\_\_\_

593

(\$175.00). Unless otherwise agreed, the Declarant shall have no obligation to pay for or in any way participate in the cost of the construction of capital improvements in the Allen Hills Subdivision regardless of the number of lots sold by Declarant. Upon the sale of the fifty-third (53<sup>rd</sup>) lot, Declarant shall begin to pay annual assessments for all unsold lots owned by Declarant in the same manner as all other lot owners and shall have no further obligation to pay excess operational expenses.

All assessments levied by the Association pursuant to this Declaration shall be a lien against each Lot. If the owner of any Lot fails to pay any assessment within ten (10) days following written notice thereof, the Association may, in addition to an action at law, foreclose such lien in the manner provided for the foreclosure of mortgages under the Revised Statutes of Nebraska. The assessment lien shall be junior and inferior to the lien of any first mortgage or deed of trust on the Lot but senior superior and prior to all other liens, claims or demands against the Property except real property taxes.

Except as herein modified, the Amended and Restated Declaration of Covenants, Conditions and Restrictions made as of the 31<sup>st</sup> day of March 2000, and recorded in the office of the Register of Deeds of Washington County, Nebraska, on April 4, 2000, shall remain in full force and effect and fully enforceable according to their terms.

HEARTLAND ACREAGE DEVELOPERS,  
INC., A Nebraska Corporation,

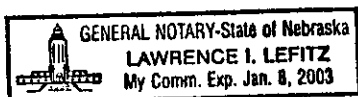
By 

Its President

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

On this 29 day of APRIL, 2002, before me, the undersigned, a Notary Public in and for said county, personally came JEFF ARNESS, President of Heartland Acreage Developers, Inc., a Nebraska corporation, to me personally known to be \_\_\_\_\_ and identical person whose name is affixed to the above instrument and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation.

WITNESS my hand and Notarial Seal the day and year last above written.



[Signature]  
Notary Public

147186

596

EXHIBIT "A"

As previously recorded in the Amended and Restated Declaration of Covenants,  
Conditions and Restrictions on April 4, 2000 at Book 315, Page 472-483:

Lots 1-63, inclusive, in Allen Hills Subdivision, a subdivision of Washington  
County, Nebraska (the "Property")

596