

FILED SARPY COUNTY NEBRASKA
INSTRUMENT NUMBER

2012-07789

03/15/2012 12:59:57 PM

Lloyd J. Dowling

REGISTER OF DEEDS

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**AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR LOTS 1 THROUGH 151,
ASHFORD HOLLOW,
A SUBDIVISION IN SARPY COUNTY, NEBRASKA**

This Amendment to Declaration of Covenants, Conditions and Restrictions (this "Amendment") is made this 13th day of March, 2012, by Ashford Hollow, LLC, a Nebraska limited liability company, hereinafter referred to as the "Declarant", to the Declaration of Covenants, Conditions and Restrictions for Lots 1 through 151, Inclusive, Ashford Hollow, a Subdivision as Surveyed, Platted, and Recorded in Sarpy County, Nebraska dated May 16, 2005, and filed with the Sarpy County Register of Deeds on July 18, 2005, as Instrument Number 2005-24576 (as amended, the "Declaration").

PRELIMINARY STATEMENT

WHEREAS, the Declaration governs the following real estate:

Lots 1 through 151, inclusive in Ashford Hollow, a Subdivision as surveyed, platted and recorded in Sarpy County, Nebraska

WHEREAS, the Great Western Bank was the successor declarant under the Declaration pursuant to Assignment from the original declarant, Ashford Hollow Development, LLC, dated July 26, 2006 and filed with the Sarpy County Register of Deeds on March 7, 2012 as Instrument Number 201206768, made and entered into in conjunction with a purchase of Lots thereunder;

WHEREAS, the Declarant is the successor declarant under the Declaration pursuant to Assignment and Assumption of Declarant Rights between Declarant and Great Western Bank dated March 1, 2012, and filed with the Sarpy County Register of Deeds on March 7, 2012 as Instrument Number 201206770, made and entered into in conjunction with a purchase of Lots thereunder;

WHEREAS, the Declaration provides that the "Declaration may be amended by the Declarant, or any person, firm, corporation, partnership or entity designated in writing by the Declarant, in any manner is shall determine in it full and absolute discretion for a period of seven (7) years from the date hereof"; and

Return to:
Mark J. LaPuzza
Pansing Hogan Ernst & Bachman, LLP
10250 Regency Circle, Suite 300
Omaha, Nebraska 68114

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B

WHEREAS, the Declarant wishes to amend certain terms of the Declaration.

NOW, THEREFORE, the Declarant, pursuant to the rights granted to it under the Declaration, hereby amends the Declaration in the following particulars:

1. Extension of Amendment Rights. The last paragraph in the Witnesseth Section shall be deleted in its entirety and the following shall be inserted in lieu thereof:

NOW THEREFORE, Declarant hereby declares that all of the Properties shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of, and which shall run with the real property above described and shall be binding on all parties having any right, title or interest in the Properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof for a period of twenty-five (25) years from the date of filing this Declaration, at which time this Declaration shall be automatically extended for successive periods of ten (10) years, unless terminated by written agreement of two-thirds (2/3) majority of the then owners of the Lots, said agreement to be executed and recorded in the manner provided by law for conveyance of real estate in the State of Nebraska. This Declaration may be amended by the Declarant, or any person, firm, corporation, partnership or entity designated in writing by the Declarant, in any manner it shall determine in its full and absolute discretion for a period ending December 31, 2022. Any Amendment must be recorded. The terms and provisions of Articles II and III herein, dealing with the structure and activities of the Association, shall not become effective until directed in writing by the Declarant or until December 31, 2022, whichever shall first occur.

2. Class B Membership. Article II, Section 2, Class B, (b) shall be deleted in its entirety and the following shall be inserted in lieu thereof:

b. December 31, 2022, or

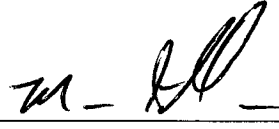
3. Architectural Control Committee. Article IV, Section 5 shall be deleted in its entirety and the following shall be inserted in lieu thereof:

Prior to December 31, 2022, all privileges, rights, powers and authority may be exercised exclusively by the Declarant. After December 31, 2022, or at such earlier date as may be directed in writing by the Declarant, all privileges, rights, powers and authority under this Article shall be exercised by and vested in a Committee to be selected by the Association. If such a Committee has not been selected at that time or at any later time, the requirements of this Article shall not be applicable during the period when such Committee is not operating.

4. Miscellaneous. Except as amended and modified herein the Declaration shall

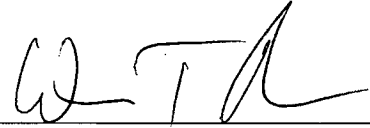
continue in full force and effect in accordance with its terms.

**ASHFORD HOLLOW
DEVELOPMENT, LLC**, a Nebraska
limited liability company

By: 
Printed Name: Marc Stodola
Title: Member

STATE OF NEBRASKA)
) ss.
COUNTY OF Douglas)

The foregoing instrument was acknowledge before me this 13th day of March, 2012 by Marc Stodola, Member of Ashford Hollow Development, LLC, a Nebraska limited liability company, on behalf of the company.


Notary Public

