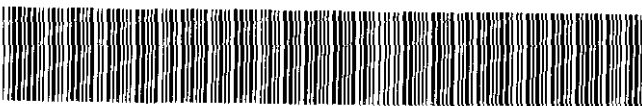


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75 BKP \_\_\_\_\_ C/O \_\_\_\_\_ COMP *JP*  
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Received - DIANE L. BATTIATO  
Register of Deeds, Douglas County, NE  
3/2/2010 09:02:11.64



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SPACE ABOVE IS FOR RECORDING PURPOSES

**FIRST AMENDMENT TO  
DECLARATION  
OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS  
OF COVENTRY, A SUBDIVISION  
IN DOUGLAS COUNTY, NEBRASKA**

RETURN TO:  
Kendra J. Ringenberg  
Koley Jessen P.C., L.L.O.  
1125 South 103 Street, Suite 800  
Omaha, NE 68124

456870.1

*✓078839*

**FIRST AMENDMENT TO DECLARATION  
OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS  
OF COVENTRY, A SUBDIVISION  
IN DOUGLAS COUNTY, NEBRASKA**

This First Amendment to Declaration of Covenants, Conditions, Restrictions and Easements (the "**Amendment**") is made this 8<sup>th</sup> day of February, 2010 ("**Effective Date**"), by AVG-CFM Coventry Estates, LLC, a Nebraska limited liability company ("**Declarant**").

**RECITALS**

WHEREAS, Declarant executed that certain Declaration of Covenants, Conditions, Restrictions and Easements dated November 30, 2007 and recorded December 18, 2007 as Instrument Number 2007138644 in the Miscellaneous Records of the Register of Deeds of Douglas, Nebraska (the "Declaration"), pursuant to which Declarant established certain terms, provisions, easements, restrictions, covenants and agreements to which that certain real property described on Exhibit "A" is subject to and bound by, pursuant to the terms of the Declaration;

WHEREAS, Declarant desires and intends to add certain restrictions to the Declaration pursuant to the terms specified herein;

NOW, THEREFORE, in furtherance of all of the foregoing, Declarant does hereby declare that the Declaration shall be amended as follows:

1. The following shall be added as Section I(22):

"22. The exterior of all residences or other improvements erected on a Lot shall be maintained in good condition and shall be painted using only neutral tone paint colors. The color white is specifically excluded from approved paint colors. For a period of seven (7) years from the date hereof, Declarant shall have the right to specify certain approved paint colors and to approve any variance from the approved colors. Thereafter, the Association shall be responsible for the designation of approved paint colors and approval of variance therefrom."

2. Except as modified and amended herein, all other terms and conditions of the Declaration shall remain unchanged and in full force and effect. All capitalized terms in this Amendment which are not otherwise defined herein shall have the meaning ascribed to them in the Declaration.

**[Remainder of Page Intentionally Left Blank.  
Signature Page to Follow.]**

IN WITNESS WHEREOF, Declarant has caused this Amendment to be executed the day and date first above written.

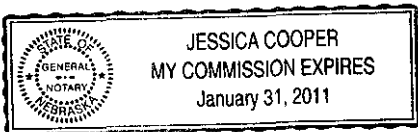
"DECLARANT"

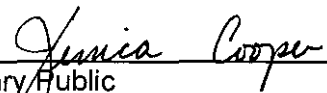
AVG-CFM COVENTRY ESTATES, L.L.C.

By:   
J.F. Carter, Manager

STATE OF NEBRASKA                     )  
  )  
COUNTY OF DOUGLAS                )     SS.

The foregoing instrument was acknowledged before me this 8 day of February, 2010, by J.F. Carter, the Manager of AVG-CFM COVENTY ESTATES, L.L.C., a Nebraska limited liability company under the laws of Iowa, on behalf of said company.



  
Notary Public

My Commission Expires: Jan. 31, 2011

ACKNOWLEDGMENT AND AGREEMENT OF LIEN HOLDER

Omaha State Bank, as the holder of that certain Construction Deed of Trust dated October 30, 2006 and recorded November 3, 2006 as Instrument Number 2006126400 of the Mortgage Records of the Register of Deeds of Douglas County, Nebraska (the "Mortgage"), which encumbers a portion of the Lots (as defined in the Declaration), hereby consents to the execution and recording of the Amendment and states, on behalf of itself and its successors and assigns, that the Mortgage shall be subject and subordinate to the terms and conditions of this Amendment so that such Amendment shall not be terminated but shall continue in effect notwithstanding any foreclosure or other acquisition of title pursuant to the Mortgage.

IN WITNESS WHEREOF, Chris Maher, President of Omaha State Bank has caused this Consent of Mortgagee to be signed by its duly authorized officers on its behalf, all done at Omaha Nebraska in Douglas County this 16 day of February, 2010.

By [Signature] Omaha State Bank  
Name Chris Maher, President

STATE OF Nebraska )

) SS

COUNTY OF Douglas )

On this 16 day of February, 2010, before me, a Notary Public in and for said county and state, personally appeared Chris Maher, who executed the foregoing Acknowledgement and Agreement of Lien Holder, and acknowledged before me that he was duly authorized and did execute the same as President of Omaha State Bank, a Nebraska Corporation, on behalf of the corporation.

GIVEN under my hand and Notarial Seal, this 16 day of February, 2010.

[Signature] Jessie Rolfes

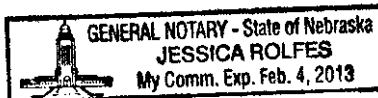


EXHIBIT "A"

LEGAL DESCRIPTION

Lots 1 through 41, 43 - 48 and 50 - 77, inclusive, in Coventry, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, and Lots 1 and 2 in Coventry Replat One, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska.

00-08150

00-08151