

FILED SARPY CO. NE.  
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*Lloyd J. Dowding*

REGISTER OF DEEDS

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**LLOYD J. DOWDING**

SARPY COUNTY REGISTER OF DEEDS  
1210 GOLDEN GATE DRIVE, STE 1109  
PAPILLION, NE 68046-2895  
402-593-5773

2000-18970A

**AMENDMENT TO PROTECTIVE COVENANTS**

THIS AMENDMENT TO PROTECTIVE COVENANTS is made the date hereinafter set forth by Infinity Homes, Inc., a Nebraska corporation, and Pilgrims Landing Development Co., a Nebraska corporation.

**RECITALS**

A. On July 6, 2000, a document entitled Declaration of Covenants, Conditions, Restrictions and Easements of Pilgrims Landing Townhomes (hereinafter the "Declaration") for Lots Two (2) through Twenty-seven (27), inclusive, in PILGRIMS LANDING REPLAT I, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska, was recorded by Infinity Homes, Inc. and Pilgrims Landing Development Co., Declarants, in the office of the Register of Deeds of Sarpy County, Nebraska as Instrument No. 2000-16368.

B. Article XI, Section 3 of the Declaration provides that for a period of twenty (20) years following July 6, 2000, the Declarants shall have the right to amend the Declaration.

NOW, THEREFORE, Declarants hereby declare that the Declaration recorded on July 6, 2000 as Instrument No. 2000-16368 in the office of the Register of Deeds of Sarpy County, Nebraska should be and hereby are amended in the following manner:

I. by deleting therefrom Section 3 of Article III and adding in its place and stead the following:

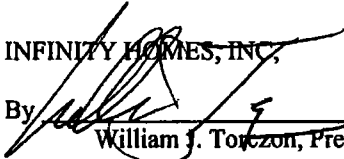
Section 3. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be One Hundred and NO/100ths Dollars (\$100.00) per month per Lot. For the purposes of determining the amount of the maximum annual assessment, any assessments or charges levied pursuant to Article III, Section 7 and/or Article IV, Section 2 shall not be included.

- a. From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be One Thousand Two Hundred Sixty and NO/100ths Dollars (\$1,260.00) and may be increased each year not more than 10% above the maximum assessment for the previous year without a vote of the membership;
- b. From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 10% by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

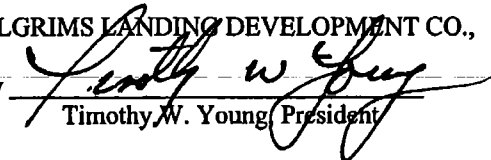
All other terms of said Protective Covenants shall remain in full force and effect.

Dated this 27<sup>th</sup> day of July 2000.

INFINITY HOMES, INC.

By  \_\_\_\_\_  
William J. Torczon, President

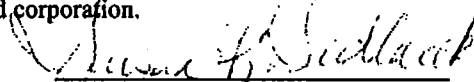
PILGRIMS LANDING DEVELOPMENT CO.,

By  \_\_\_\_\_  
Timothy W. Young, President

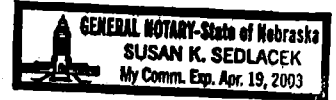
2000-18970B

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )


On this 21 day of July 2000, the foregoing instrument was acknowledged before me, a Notary Public, by William J. Torczon, President of Infinity Homes, Inc., who acknowledged the execution of said instrument to be his voluntary act and deed on behalf of said corporation.

  
Notary Public

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )



On this 21 day of July 2000, the foregoing instrument was acknowledged before me, a Notary Public, by Timothy W. Young, President of Pilgrims Landing Development Co., who acknowledged the execution of said instrument to be his voluntary act and deed on behalf of said corporation.

  
Notary Public

