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SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This Second Amendment to the Declaration of Covenants, Conditions and Restrictions ("Second Amendment") is made this 6th day of January, 2004, by Liberty Capital Corporation, a Nebraska corporation, hereinafter referred to as "Declarant." 2005

WHEREAS, the Declarant has entered into the Declaration of Covenants, Conditions, and Restrictions dated August 6, 2004, and recorded on August 12, 2004, in the Miscellaneous Records of the Register of Deeds of Douglas County, Nebraska at Instrument No. 2004107117 ("Declaration"); and

WHEREAS, pursuant to Article IX, Section 1, the Declaration can be amended by the Declarant for a period of ten (10) years from the date of the Declaration.

NOW, THEREFORE, Declarant hereby amends the Declaration as follows:

1. Article III, Section 1, is hereby amended and restated as follows:

"ARTICLE III

COMMON ASSOCIATION

Section 1. Membership and Voting Rights.

(1) Every Owner of a Lot which is subject to assessment shall be a member of the Common Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

(2) The Common Association shall have two (2) classes of voting membership:

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Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant and shall be entitled to six (6) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership when the total votes outstanding in the Class A membership exceed the total votes outstanding in the Class B membership. Class B lot owners' (Declarant) Lots shall not be subject to, or carry any accrual of, any assessments, charges, dues or fees of any nature by the Common Association until January 1, 2009."

2. Article III, Section 2, subsection (3), is hereby amended and restated as follows:

"(3) Maximum Annual Assessments. The annual assessments shall be determined each year by the Board of Directors of the Common Association; provided, however, that the annual assessment on a Lot may not exceed the greater of (a) One Hundred Fifty and No/100 Dollars (\$150.00) or one hundred five percent (105%) of the annual assessment for the previous year without the approval of the members of the Common Association holding a majority of votes entitled to be cast at a regular or special meeting of the Common Association."

3. Article III, Section 2, subsection (4), is hereby amended and restated as follows:

"(4) Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Common Association may levy, in any assessment year, a special assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto; provided that any such assessment shall be approved by the members of the Common Association holding the majority of votes at a meeting duly called for this purpose."

4. Article III, Section 2, subsection (5), is hereby amended and restated as follows:

"(5) Notice and Quorum for Any Action Authorized Under Subsections 3 and 4. Written notice of any meeting called for any purpose of taking any action authorized under subsections 3 or 4 above shall be

sent to all members of the Common Association not less than 30 days or more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or proxies entitled to cast sixty percent (60%) of all the votes of the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting."

5. Article IV, Section 1, is hereby amended and restated as follows:

"ARTICLE IV

SPECIAL ASSOCIATION

Section 1. Membership and Voting Rights.

(1) Every Owner of a Lot which is subject to assessment shall be a member of the Special Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

(2) The Special Association shall have two (2) classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant and shall be entitled to six (6) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership when the total votes outstanding in the Class A membership exceed the total votes outstanding in the Class B membership. Except as otherwise provided herein, Class B lot owners' (Declarant) Lots shall not be subject to, or carry any accrual of, any assessments, charges, dues or fees of any nature by the Special Association until January 1, 2009."

6. Article IV, Section 2, Subsection 3, is hereby amended and restated as follows:

“(3) Monthly and Annual Assessments. The Board of Directors of the Special Association shall levy such monthly, quarterly, and annual assessments as they deem necessary to fulfill the obligations of the Special Association (i) under the Subdivision Agreement with the City of Elkhorn for the lots within the Plat, (ii) under the agreements of the Special Association with Omaha Public Power District and all other providers of utilities or services to the Common Area of the Special Association, (iii) to adequately maintain and repair the Common Area of the Special Association, and (iv) all such costs related or incidental to the foregoing including, but not limited to costs of insurance, professional fees, and administrative fees incurred by the Special Association in fulfilling its obligations and purposes. Notwithstanding anything contrary provisions of this Declaration, each Lot owned by the Declarant (Class B Lots) shall pay a monthly, quarterly, and annual assessment to the Special Association equal to ten percent (10%) of the amount of such assessment levied by the Special Association on each Lot owned by a Class A Member.”

7. The legal description of the property subject to this Second Amendment is described on Exhibit “A” attached hereto

Executed this 6 day of January, 2004.

DECLARANT:

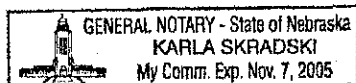
LIBERTY CAPITAL CORPORATION, a
Nebraska corporation

By:
Its:

David Brockemeier, President

STATE OF NEBRASKA)
) SS:
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 6 day of January, 2004, by David Broekemeier, President of Liberty Capital Corporation, Declarant.



Karla Skradski
Notary Public

Return to:

Michael D. Matejka
Fitzgerald, Schorr, Barmettler
& Brennan, P.C., L.L.O.
13220 California Street, Suite 400
Omaha, NE 68154-5228

EXHIBIT "A"
LEGAL DESCRIPTION

Lots 41 through 81, inclusive, in Ranch View Estates 2, a Subdivision in Douglas County, Nebraska, as surveyed, platted and recorded.