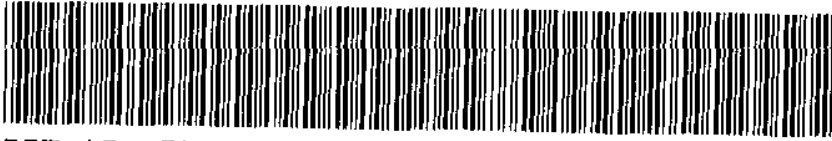


MISC 2009112502



OCT 19 2009 10:27 P 10

Misc ¹⁰ 51-36710 - S.B. M
 FEE 58.00 FB 51-36713 - III
 51-36714 - IV
 51-36715 - V
 BKP _____ G/O _____ COMP _____
 DEL _____ SCAN _____ FV _____

17

Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
10/19/2009 10:27:59.48



2009112502

Filed: AS RECEIVED

Lots 1-8, 12, and 13, Spring Green, Lots 1 and 2, Spring Green III, Lots 1 and 2, Spring Green IV, Lots 1 and 2, Spring Green V, a cluster subdivision platted in Douglas County, Nebraska encompassing the planned townhome development consisting of approximately 17 Townhomes (P.U.D. and all submittals) entitled Spring Green.

Return To:

Russell S. Daub
2800 S. 110th Court
Suite 1
Omaha, Nebraska 68144

009608

AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS

THIS AMENDMENT to Declaration of Covenants, Conditions, Restrictions and Easements is executed by the owners of not less than 65% of the Townhomes located at Spring Green evidenced by the signatures below.

A. The Owners have ownership interests in certain real property and improvements located within Spring Green Subdivision, legally described as Lots 1-8, 12, and 13, Spring Green, Lots 1 and 2, Spring Green III, Lots 1 and 2, Spring Green IV, Lots 1 and 2, Spring Green V, a cluster subdivision platted in Douglas County, Nebraska encompassing the planned townhome development consisting of approximately 17 Townhomes (P.U.D. and all submittals) entitled Spring Green.

B. The Owners desire to amend the Declaration of Covenants, Conditions, Restrictions and Easements executed August 24, 1984 and recorded in the Douglas County Register of Deeds' office on September 3, 1984 at Book 718, Page 54, as amended by the Amendment to Declaration of Covenants, Conditions, Restrictions and Easements recorded in the Douglas County Register of Deeds' office on March 9, 2004 at Instrument No. 2004030489 and as further amended by an Amendment to Declaration of Covenants, Restrictions and Easements recorded in the Douglas County Register of Deeds' office on November 15, 2007 at Instrument No. 2007128155 (the "Covenants").

C. The owners hereby amend the Covenants to delete and eliminate in their entirety the following and to replace as applicable the sections with the following:

a. Article II, Section 3 (c), as replaced in an Amendment filed on November 15, 2007, is deleted and eliminated except that the current flagpole installed near 8912 Douglas Court shall serve as the only permanent flagpole and no other permanent flagpoles may be installed.

b. Article IV, Section 3 of the Declaration of Covenants, Conditions and Restrictions is deleted and replaced with the following:

Section 3. Exterior Maintenance. The Association shall provide maintenance upon the Common Area. Each townhome owner shall provide exterior maintenance upon each townhome. Each townhome owner shall be responsible and perform painting of the surfaces of their townhome building including gutters, downspouts, windows and walls. Each townhome owner shall also be responsible for the maintenance, care, removal and replacement of all trees, to include trimming, disease prevention and replanting when destroyed. The Association shall plant, maintain, replace, trim and/or mow on a regular basis as

may be appropriate, the grass, shrubs and trees in the common area. Unit owners may not plan, improve, alter, and in any way undertake to perform the Association's responsibilities in the Common Area. As of the date of this amendment, all trees and shrubs planted in the Common Area are the responsibility of the Association. Each unit owner is also responsible for repair of any roofs, gutters, downspouts, private driveways and sidewalks, sprinkler systems, alarm systems (if any), glass or screen surfaces, patios or garden areas within patio walls. The Association's duty as to maintenance shall include the private drive within the P.U.D. as well as the drainageways and storm sewers servicing the Area. The Association shall provide for reasonable snow removal from the private drives, driveways and walkways. Individual townhome owners shall water their lawns, and up to 15' of abutting common areas, not less frequently than required by the Association Board.

The Association shall make the necessary decisions and arrangements for the performance of the unit owners responsible as set forth above as relates to trees. The Association shall cause the various vendors to provide itemized statements of said work to the unit owner to pay. Should the vendor not be paid and pursue payment against the Association the cost can be paid by the Association and assessed to the unit owners as set forth in Article IV, Section 1. Should the Association determine that a unit owner has not performed maintenance and/or work on the exterior of their unit, the work can be performed by the Association and assessed by the unit owner if not paid as set forth above. If a unit owner desires to contact directly with a vendor for services which are to be performed by the Association, then the owner shall first provide notice in writing and obtain the Association's approval. If approval is not obtained, the unit owner may not use a substitute vendor.

In the event that the need for maintenance or repair is caused through the willful or negligent act of the Owner, his family, or guests, or invitees, the cost of such maintenance or repairs shall be added to and become a part of the assessment to which such townhome is subject, and such added assessment shall not be subject to the maximum assessment limitations herein contained.

In addition, the Association has the right, but not the duty to perform any repair or maintenance item neglected by any townhome owner including maintaining tree density, in which event the cost of same shall be assessed against the townhome benefitted. The frequency


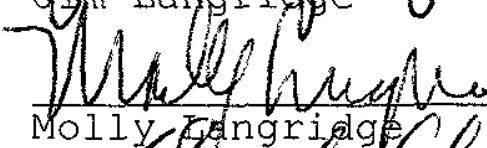

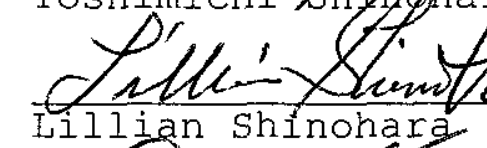
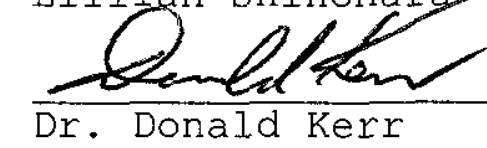
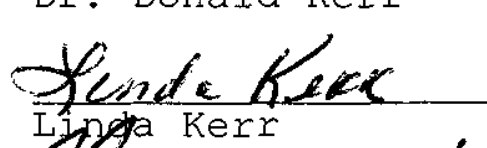
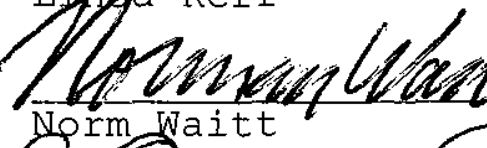
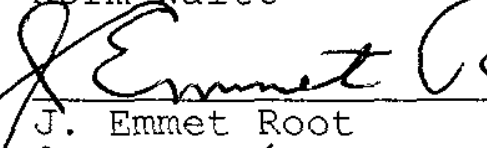
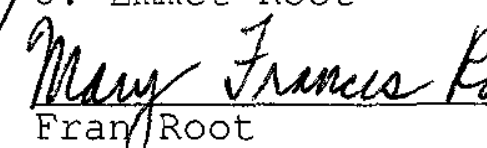
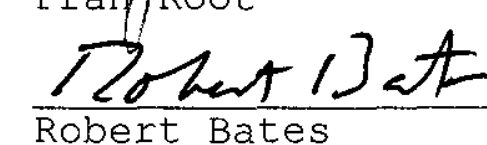
of any repair, maintenance, or replacement to be performed by the Association shall be at the discretion of the Association Board.

D. All other provisions contained in the Covenants shall remain in full force and effect.

E. This Amendment shall run with the land and shall be binding upon all present and future owners of the property described in this Amendment.

F. Invalidation of this Amendment by final order of any court of competent jurisdiction shall not affect the validity and enforceability of any provisions contained in the Covenants.

IN WITNESS WHEREOF, the undersigned owners of Spring Green Townhomes have executed this Amendment on the dates shown opposite our signatures below.

Street Address of Owned Residence	Legal Signature	Date Executed
8903 Douglas Court	 Jim Langridge	9/3/09
8903 Douglas Court	 Molly Langridge	9/3/09
8905 Douglas Court	 Toshimichi Shinohara	9/11/09
8905 Douglas Court	 Lillian Shinohara	09/11/09
8906 Douglas Court	 Dr. Donald Kerr	9/3/09
8906 Douglas Court	 Linda Kerr	9/3/09
8907 Douglas Court	 Norm Waitt	9/3/09
8909 Douglas Court	 J. Emmet Root	9/11/09
8909 Douglas Court	 Fran Root	9/12/09
8910 Douglas Court	 Robert Bates	9/8/09

8910 Douglas Court	<u>Judith Bates</u>	<u>9.08.09</u>
	Judith Bates	
8912 Douglas Court	<u>Clyde Bell</u>	<u>9-03-09</u>
	Admiral Clyde "Bob" Bell	
8914 Douglas Court	<u>Bob Sadler</u>	<u>9-10-09</u>
	Bob Sadler	
8905 Farnam Court	<u>Patsy Hosman</u>	<u>9-3-09</u>
	Patsy Hosman	
8906 Farnam Court	<u>Carol Chapman</u>	
	Carol Chapman	
8907 Farnam Court	<u>Eugene M. Zweiback</u>	<u>9/11/09</u>
	Eugene Zweiback	
8907 Farnam Court	<u>Debbie Zweiback</u>	<u>9/11/09</u>
	Debbie Zweiback	
8910 Farnam Court	<u>Graham Lusk</u>	<u>9/15/09</u>
	Graham Lusk	
8910 Farnam Court	<u>Sally Lusk</u>	<u>9.15.09</u>
	Sally Lusk	
8911 Farnam Court	<u>Craig Hergott</u>	
	Craig Hergott	
8912 Farnam Court	<u>Sally Nordlund</u>	<u>9/3/09</u>
	Sally Nordlund	
8914 Farnam Court	<u>Judy Zweiback</u>	<u>9/11/09</u>
	Judy Zweiback	
8918 Farnam Court	<u>Jerry Pabst</u>	<u>9/3/09</u>
	Jerry Pabst	
8920 Farnam Court	<u>Robert Williamson</u>	
	Robert Williamson	
8920 Farnam Court	<u>Alice Williamson</u>	
	Alice Williamson	

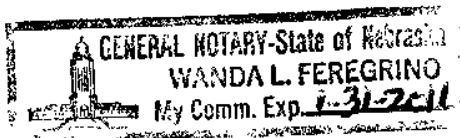
STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)



The foregoing instrument was acknowledged before me, a Notary Public, this 3 day of ~~August~~ September, 2009, by JIM LANGRIDGE. ✓

Wanda L Feregrino
Notary Public

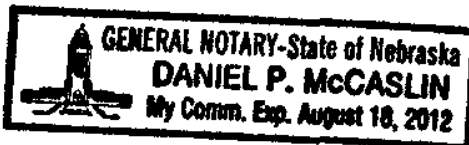
STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)



The foregoing instrument was acknowledged before me, a Notary Public, this 3 day of ~~August~~ September, 2009, by MOLLY LANGRIDGE. ✓

Wanda L Feregrino
Notary Public

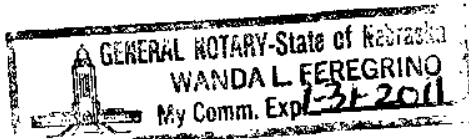
STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)



The foregoing instrument was acknowledged before me, a Notary Public, this 11th day of ~~August~~ September, 2009, by TOSHIMICHI SHINOHARA. ✓

Daniel P McCaslin
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)



The foregoing instrument was acknowledged before me, a Notary Public, this 11 day of ~~August~~ September, 2009, by LILLIAN SHINOHARA. ✓

Wanda L Feregrino
Notary Public

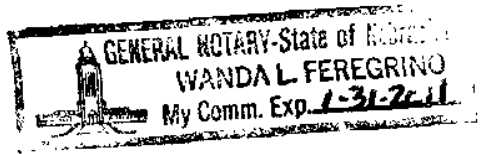
STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me, a Notary Public, this 3 day of August, 2009, by DR. DONALD KERR. ✓

Leanna Carrick
Notary Public



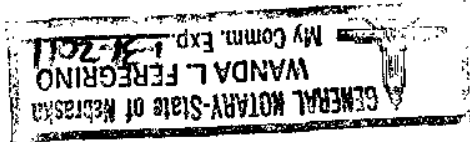
STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)



The foregoing instrument was acknowledged before me, a Notary Public, this 3 day of ~~August~~ September, 2009, by LINDA KERR. ✓

Wanda L. Feregrino
Notary Public

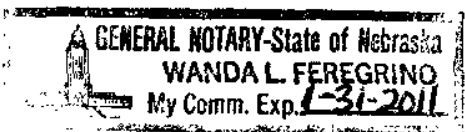
STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)



The foregoing instrument was acknowledged before me, a Notary Public, this 3 day of ~~August~~ September, 2009, by NORM WAITT. ✓

Wanda L. Feregrino
Notary Public

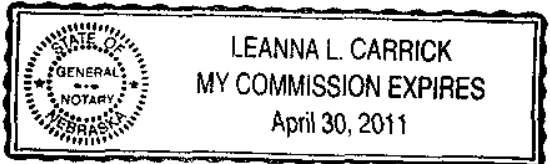
STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)



The foregoing instrument was acknowledged before me, a Notary Public, this 11 day of ~~August~~ September, 2009, by J. EMMET ROOT. ✓

Wanda L. Feregrino
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)



The foregoing instrument was acknowledged before me, a Notary Public, this _____ day of ~~August~~ September, 2009, by FRAN ROOT. ✓

**** FILED: AS IS**

Leanna Carrick
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me, a Notary Public, this 8 day of ~~August~~ Sept, 2009, by ROBERT BATES. ✓

Leanna Carrick
Notary Public



STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

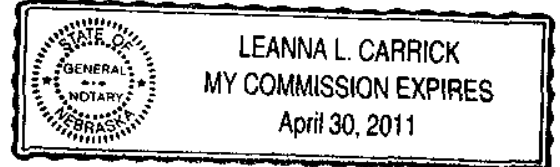
The foregoing instrument was acknowledged before me, a Notary Public, this 8 day of ~~August~~, 2009, by JUDITH BATES. ✓

Sept.

Leanna Carrick

Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)



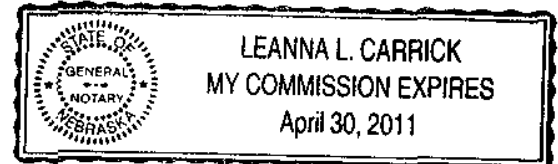
The foregoing instrument was acknowledged before me, a Notary Public, this 3 day of ~~August~~, 2009, by CLYDE "BOB" BEL. ✓

September

Leanna Carrick

Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)



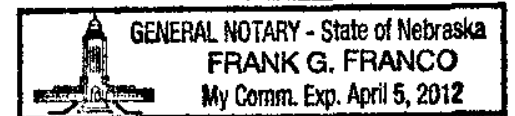
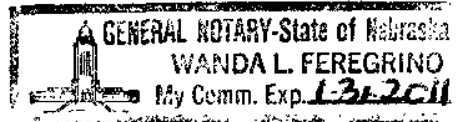
The foregoing instrument was acknowledged before me, a Notary Public, this 10 day of ~~August~~, 2009, by BOB SADLER. ✓

SEPT.

Frank G. Franco

Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)



The foregoing instrument was acknowledged before me, a Notary Public, this 3 day of ~~August~~, 2009, by PATSY HOSMAN. ✓

September

Wanda L. Feregrino

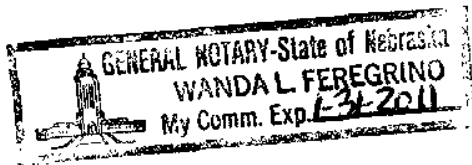
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me, a Notary Public, this _____ day of August, 2009, by CAROL CHAPMAN.

Notary Public

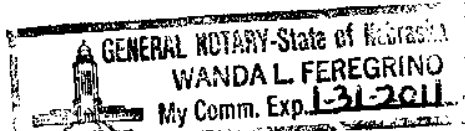
STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)



The foregoing instrument was acknowledged before me, a Notary Public, this 11 day of ~~August~~ September, 2009, by EUGENE ZWEIBACK. ✓

Wanda L. Feregrino
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)



The foregoing instrument was acknowledged before me, a Notary Public, this 11 day of ~~August~~ September, 2009, by DEBBIE ZWEIBACK. ✓

Wanda L. Feregrino
Notary Public

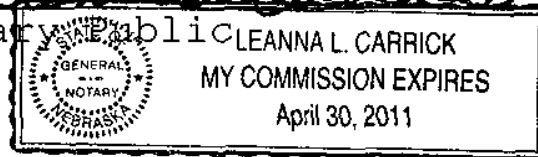
STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)



The foregoing instrument was acknowledged before me, a Notary Public, this 15 day of August, 2009, by GRAHAM LUSK. ✓

Leanna Carrick
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)



The foregoing instrument was acknowledged before me, a Notary Public, this 15 day of August, 2009, by SALLY LUSK. ✓

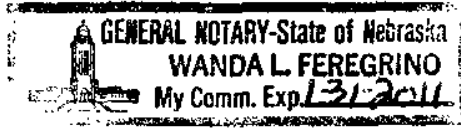
Leanna Carrick
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me, a Notary Public, this _____ day of August, 2009, by CRAIG HERGOTT.

Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)



The foregoing instrument was acknowledged before me, a Notary Public, this 3 day of ~~August~~ September, 2009, by SALLY NORDLUND. ✓

Wanda L. Feregrino
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

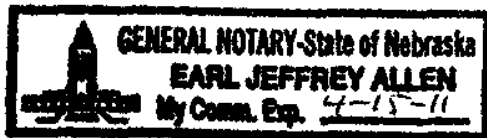
The foregoing instrument was acknowledged before me, a Notary Public, this 1st day of ~~August~~ September, 2009, by JUDY ZWEIBACK.



Elizabeth G. Jensen
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me, a Notary Public, this 3 day of ~~August~~ Sept, 2009, by JERRY PABST. ✓



Earl Jeffrey Allen
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me, a Notary Public, this _____ day of August, 2009, by ROBERT WILLIAMSON.

Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me, a Notary Public, this _____ day of August, 2009, by ALICE WILLIAMSON.

Notary Public