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Glenn J. Jobeun
REGISTER OF DEEDS

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**FIRST AMENDMENT TO DECLARATION OF COVENANTS CONDITIONS,
RESTRICTIONS AND EASEMENTS OF VAL VERDE TOWNHOMES**

THIS FIRST AMENDMENT TO DECLARATION is made the date hereinafter set forth by VAL VERDE, L.L.C., a Nebraska limited liability company ("Declarant").

RECITALS

A. On June 22, 2000, a document entitled Declaration of Covenants, Conditions, Restrictions and Easements of Val Verde Townhomes (hereinafter the "Declaration") for Lots Two Hundred Sixteen (216) through Two Hundred Forty-seven (247), inclusive, VAL VERDE, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska, was recorded by Val Verde, L.L.C., a Nebraska limited liability company, Declarant, in the office of the Register of Deeds of Sarpy County, Nebraska as Instrument No. 2000-15136.

B. Article IV. Section 2. of the Declaration provides that the covenants and restrictions of the Declaration may be amended by the Declarant for a period of ten (10) years following June 22, 2000.

NOW, THEREFORE, Declarant hereby declares that the Declaration recorded on June 22, 2000 as Instrument No. 2000-15136 in the office of the Register of Deeds of Sarpy County, Nebraska should be and hereby are amended in the following manner:

1. By deleting therefrom Section 4. of Article II and adding in its place and stead the following:

4. Purposes and Responsibilities. The Association shall have the powers conferred upon nonprofit corporations by the Nebraska Nonprofit Corporation Act, and all powers and duties necessary and appropriate to accomplish the purposes and administer the affairs of the Association. The powers and duties to be exercised by the Board of Directors, and upon authorization of the Board of Directors by the Officers, shall include but shall not be limited to the following:

A. The acquisition, development, maintenance, repair, replacement, operation and administration of Common Facilities, and the enforcement of the rules and regulations relating to the Common Facilities.

B. The landscaping, mowing, watering, repair and replacement of parks and other public property and improvements on parks or public property within or near The Val Verde Townhomes.

C. The maintenance of the Val Verde townhomes, including but not limited to mowing, snow removal, and trash removal, and, if not performed by the Lot Owner, watering, and exterior painting as a special assessment to the Lot Owner.

D. The fixing, levying, collecting, abatement and enforcement of all charges, dues, or assessments made pursuant to the terms of this Declaration.

E. The expenditure, commitment and payment of Association funds to accomplish the purposes of the Association including but not limited to, payment for purchase of insurance covering any Common Facility against property damage and casualty, and purchase of liability insurance coverages for the Association, the Board of Directors of the Association and the Members serving thereunder.

F. The exercise of all of the powers and privileges and the performance of all of the duties and obligations of the Association as set forth in this Declaration, the Articles or the By-laws, as the same may be amended from time to time.

G. The acquisition by purchase or otherwise, holding or disposition of any right, title or interest in real or personal property, wherever located, in connection with the affairs of the Association.

RJR

FULLENKAMP, DOYLE & JOBEUN
11440 WEST CENTER ROAD
OMAHA, NEBRASKA 68144-4482

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H. The deposit, investment and reinvestment of Association funds in bank accounts, securities, money market funds or accounts, mutual funds, pooled funds, certificates of deposit or the like.

I. The employment of professionals and consultants to advise and assist the Officers and Board of Directors of the Association in the general administration and management of the Association, and execution of such documents and doing and performance of their duties and responsibilities for the Association.

J. The doing and performing of such acts, and the execution of such instruments and documents, as may be necessary or appropriate to accomplish the purposes of the Association. However, with the exception of improvements to Common Area and any duties undertaken pursuant to sections 1, 4 or 5 of this Article, the Association shall have no duty to repair, replace or maintain any concrete surfaces, buildings, systems, underground watering systems, structures, buildings, fences or other improvements to the Properties, but may, at its discretion, in the event that any Owner of any Lot in the Properties has not maintained, replaced or kept repaired the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors, the Association, after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said parcel and to maintain, repair (including painting), restore and replace the Lot and the exterior of the buildings, structures and any other improvements erected thereon, including but not limited to any roofs, gutters, concrete, exterior walls, glass surfaces, doors, door openers, landscaping, underground watering system and cooling units for air condition systems which have not been so maintained, repaired or replaced. The cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject.

2. By deleting therefrom Section 5. of Article II and adding in its place and stead the following:

5. Mandatory Duties of Association. The Association shall, at a minimum, maintain the townhomes within Val Verde by providing mowing, snow removal, and trash removal and the Association shall contribute to the Val Verde Homeowners Association on a pro rata basis, based on number of lots, for the cost of maintaining fences, signs and other common areas within Val Verde.

3. By deleting therefrom Section 11. of Article II and adding in its place and stead the following:

11. Assessments for Extraordinary Costs. In addition to the dues, the Board of Directors may levy an assessment or assessments for the purpose of defraying, in whole or in part, the costs of any acquisition, construction, reconstruction, repair, painting, maintenance, improvement, or replacement pursuant to Sections 1, 4 or 5 of this Article or relating to any Common Facility, including fixtures and personal property related thereto, and related facilities. The aggregate assessments in each calendar year shall be limited in amount to Two Hundred and NO/100ths Dollars (\$200.00) per Lot, unless such assessment is due to a Lot Owner's failure to maintain his Lot, in which case, the aggregate assessment for such Lot in any calendar year shall be \$5,000.00.

4. By deleting therefrom Section 13, of Article II and adding in its place and stead the following:

13. Uniform Rate of Assessment. Assessments and dues shall be fixed at a uniform rate as to all Lots, unless such assessments are due to a Lot Owner's failure to maintain his Lot and except for dues that may be abated as to individual Lots, as provided in Sections 6 and 7, above.

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

Dated this 1 day of November 2002.

2002-45457B

VAL VERDE L.L.C., a Nebraska limited liability company,

By: *Timothy W. Young*
TIMOTHY W. YOUNG, Managing Member

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 7 day of November 2002, the foregoing instrument was acknowledged before me, a Notary Public, by Timothy W. Young, Managing Member of Val Verde, L.L.C., a Nebraska limited liability company, acting on behalf of said limited liability company.

Teresa R. Schmitt
Notary Public

