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SPACE ABOVE IS FOR RECORDING PURPOSES

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

**RETURN TO:**  
Max J. Burbach  
Koley Jessen P.C., L.L.O.  
1125 South 103<sup>rd</sup> Street, Suite 800  
Omaha, Nebraska 68124

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

This First Amendment to Declaration of Covenants, Conditions, Restrictions and Easements of Coventry Ridge (the “**Amendment**”) is made this 19 day of October, 2018 (“**Effective Date**”), by Coventry Ridge, LLC, a Delaware limited liability company (“**Declarant**”).

**RECITALS**

WHEREAS, Declarant executed that certain Declaration of Covenants, Conditions, Restrictions and Easements of Coventry Ridge dated February 27, 2015, and recorded February 27, 2015, as Instrument No. 2015014105 in the Miscellaneous Records of the Register of Deeds of Douglas County, 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, the Declaration expressly contemplates and provides in Article II, Section 3 thereof that Declarant may, without consent or approval of any Owner or Member (as defined therein), expand the property to which the Declaration is applicable to include additional lots covered by the Declaration;

WHEREAS, the Declaration expressly further provides in Article IV, Sections 2 and 3 thereof that Declarant may amend the Declaration in any manner determined by Declarant in its full and absolute discretion; and

WHEREAS, Declarant desires and intends to amend 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 real property is hereby added to and covered by the Declaration, effective upon the date hereof, and shall be deemed to be “Lots” for all purposes under the Declaration, and shall be subject to such further covenants and restrictions as set forth herein:

Lots 38 through 144 and Outlot B, inclusive, in Coventry Ridge, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska.

2. Lots 112 through 144, including as they may hereafter be further subdivided or replatted, are individually referred to as a “Villa Lot” and collectively as the “Villa Lots”.

3. Article I, Section 3 of the Declaration is hereby deleted in its entirety and the following substituted therefor:

“3. No single-family residence shall be created, altered, placed or permitted to remain on any Lot other than one detached single-family dwelling that does not exceed two and one-half stories in height. Each ranch-style dwelling constructed on any Lot shall be constructed with a minimum square footage above the basement level of one thousand six

hundred (1,600) square feet, excluding the garage area, and each two story or one and one-half story dwelling constructed on any Lot shall be constructed with a minimum square footage above the basement level of two thousand one hundred (2,100) square feet, excluding the garage area. All residences shall have attached garages accommodating not less than three (3) cars with not less than three (3) visible garage doors, and all but one of the garage spaces must be side-load, unless otherwise approved in writing by the Declarant. No structure, building or porch shall be constructed, erected, installed or situated within twenty-five (25) feet of the front Lot line, within twenty-five (25) feet of the rear Lot line, or within five (5) feet of any side Lot line, except as set forth herein. All Improvements on the Lots shall comply with all other set back requirements of the Zoning Code of the Municipal Code of the City of Omaha, Nebraska. Approved grading plans and silt fence requirements for any Lot shall be strictly followed. Notwithstanding anything in this Section 3 to the contrary, the minimum square footage above the basement level of any dwelling constructed on a Villa Lot shall be One Thousand Four Hundred Fifty (1,450) square feet, and the Villa Lots may have attached garages accommodating not less than two (2) cars with not less than two (2) visible garage doors, none of which garage spaces shall be required to be side-load.”

4. The third sentence of Article I, Section 4 of the Declaration is amended to read as follows:

“A minimum of thirty percent (30%) of all exposed walls must be faced with clay-fired brick and stone; provided, however, that with respect to Villa Lots, a minimum of fifty percent (50%) of all exposed walls must be faced with clay-fired brick and stone.”

5. 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 that 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:**

COVENTRY RIDGE, LLC,  
a Delaware limited liability company

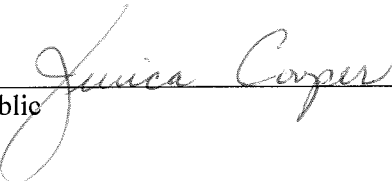
BY: CFM REALTY ADVISORS, L.L.C.,  
a Nebraska limited liability company,  
Member

By:   
J. F. Carter, Manager

STATE OF NEBRASKA     )  
  ) ss.  
COUNTY OF DOUGLAS    )

The foregoing instrument was acknowledged before me this 16 day of October, 2018, by J. F. Carter, Manager of CFM Realty Advisors, L.L.C., a Nebraska limited liability company, Member of Coventry Ridge, LLC, and he acknowledged the same to be his voluntary act and deed and the voluntary act and deed of said limited liability company.

State of Nebraska - General Notary  
JESSICA COOPER  
My Commission Expires  
January 31, 2019

  
Notary Public

My Commission expires: Jan. 31, 2019

**ACKNOWLEDGMENT AND AGREEMENT OF LIENHOLDER**

PREMIER BANK, as the holder of that certain Deed of Trust dated February 12, 2014, and recorded February 12, 2014, as Instrument Number 2014011201 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 foregoing First 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 First Amendment, so that such First 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, the undersigned has executed this Acknowledgment and Agreement of Lienholder on this 15 day of October, 2018.

PREMIER BANK

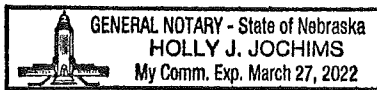


By: \_\_\_\_\_  
Name: Chris Maher, President

STATE OF NEBRASKA        )  
  ) ss.  
COUNTY OF DOUGLAS     )

On this 15 day of October, 2018, before me, a Notary Public in and for said county and state, personally appeared Chris Maher, who executed the foregoing Acknowledgment and Agreement of Lienholder, and he acknowledged before me that he was duly authorized and did execute the same as President of Premier Bank, a Nebraska corporation, on behalf of said corporation.

GIVEN under my hand and Notarial Seal this 15 day of October, 2018.



Holly J. Jochims  
Notary Public