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Deb Houghtaling

COUNTY CLERK/REGISTER OF DEEDS

By: counter1



AMD

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Omaha, NE 68114

**SECOND AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS
FOR 370 NORTH**

THIS SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR 370 NORTH ("Declaration".) is made effective on this ____ day of March, 2021, by Dowd Grain Company, Inc., a Nebraska corporation and TKA Properties, LLP, a Nebraska limited liability partnership, and shall pertain to and be recorded against the real property legally described as follows:

Lots 1 through 7, Lots 10 through 14, Lots 16 and 17, Outlots A and B, 370 North being a platting of Tax Lot 5 and part of the South 1/2 of the SE 1/4 all in the South 1/2 of Section 26, T14N, R11E of the 6th P.M., a subdivision, as surveyed, platted and recorded in Sarpy County, Nebraska.

Lots 1 and 2, 370 North Replat One, a Subdivision in Sarpy County, Nebraska, being a replatting of Lots 8 and 9, 370 North, a Subdivision in Sarpy County, Nebraska.

Lots 2 through 7, 370 North Replat Two, a Subdivision in Sarpy County, Nebraska, being a replatting of Lot 15, 370 North, a Subdivision in Sarpy County, Nebraska.

Outlots "A" and "B", 370 North Replat Three, a Subdivision in Sarpy County, Nebraska, being a replatting of Outlots "A" and "B", 370 North, 370 North, a Subdivision in Sarpy County, Nebraska.

Lot 1 and Outlot "A", 370 North Replat Four, a Subdivision in Sarpy County, Nebraska, being a replatting of Lot 1, 370 North Replat Two, a Subdivision in Sarpy County, Nebraska and Outlot "E", 370 North, a Subdivision in Sarpy County, Nebraska.

RECITALS

WHEREAS, the Declaration of Covenants, Conditions, Restrictions and Easements for 370 North dated June 19, 2017 was recorded on June 21, 2017 at Instrument No. 2017-14411 in the Records of the

Sarpy County Register of Deeds (the "Original Covenants"), which was recorded against the following real property:

Lots 1 through 17 and Outlots A through E, 370 North being a platting of Tax Lot 5 and part of the South 1/2 of the SE 1/4 all in the South 1/2 of Section 26, T14N, R11E of the 6th P.M., a subdivision, as surveyed, platted and recorded in Sarpy County, Nebraska

WHEREAS, on or about April 29, 2019, 370 North Replat One was recorded as Instrument No. 2019-08230 in the Office of the Sarpy County Register of Deeds; said 370 North Replat One being a replatting of Lots 8 and 9, 370 North, a Subdivision in Sarpy County, Nebraska; and

WHEREAS, on or about June 4, 2019, 370 North Replat Two was recorded as Instrument No. 2019-11393 in the Office of the Sarpy County Register of Deeds; said 370 North Replat Two being a replatting of Lot 15, 370 North, a Subdivision in Sarpy County, Nebraska; and

WHEREAS, on or about July 2, 2019, 370 North Replat Three was recorded as Instrument No. 2019-14136 in the Office of the Sarpy County Register of Deeds; said 370 North Replat Two being a replatting of Outlots "C" and "D", 370 North, a Subdivision in Sarpy County, Nebraska; and

WHEREAS, a Corrective Affidavit dated September 18, 2019 was recorded on September 23, 2019 at Instrument No. 2019-22528 in the Records of the Sarpy County Register of Deeds (the "Corrective Affidavit"); and

WHEREAS, an Amendment to Covenants dated September 18, 2019 was recorded on September 23, 2019 at Instrument No. 2019-22529 in the Records of the Sarpy County Register of Deeds (the "First Amendment to Covenants"); and

WHEREAS, on or about March 16, 2021, 370 North Replat Four was recorded as Instrument No. 2021-10115 in the Office of the Sarpy County Register of Deeds; said 370 North Replat Four being a replatting of Lot 1, 370 North Replat Two, a Subdivision in Sarpy County, Nebraska and Outlot "E", 370 North, a Subdivision in Sarpy County, Nebraska; and

WHEREAS, the Original Covenants, the Corrective Affidavit and the First Amendment to Covenants shall be collectively referred to herein the "Covenants"; and

WHEREAS, pursuant to Section 13.2 of the Covenants, the Covenants or any provisions thereof, may be terminated, modified, or amended with respect to all or any portion of 370 North, by a vote of all Owners holding at least 2/3rds of the memberships in the Association; and

WHEREAS, the Owners holding in excess of 2/3rds of the memberships in the Association have voted to approve this Second Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for 370 North; and

WHEREAS, the Owners holding in excess of 2/3rds of the memberships in the Association have executed this Second Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for 370 North.

NOW, THEREFORE, in consideration of the following covenants and conditions the parties agree as follows:

1. Section 7.1.1 of the Covenants shall be deleted in its entirety and the following shall be substituted as the Section 7.1.1:

7.1.1 Approval Required. No Improvement shall be constructed, erected, placed, expanded, added to, maintained or permitted to remain in 370 North, and no alterations or other work which alters the exterior appearance of any Lot or Improvement, until an Application is submitted to and approved in writing by the Committee. Each Application (an "Application") shall include a statement of proposed use of the Improvements, plans and specifications including without limitation site plans, floor plans, exterior elevations, grading plans, drainage and water retention plans, materials, colors, landscaping, irrigation plans, signage, exterior lighting and any other information needed to accurately describe the exterior appearance or functional characteristics of said Improvements, and any other documentation requested by the Committee. Three sets of the Application shall be filed with the Committee. Improvements approved in writing by Declarant prior to the recording of this Declaration shall be deemed to have been approved by the Committee.

7.1.1.1 Declarant Improvements Exempt. Improvements constructed, erected, placed, expanded, added to, or maintained by the Declarant including Improvements which require review and approval under Article VIII, shall not be subject to review and/or approval by the Architectural Control Committee as provided for in this Article VII, and provided, however, that all such Improvements shall be in compliance with the Mixed Use Agreement and the requirements of the City of Papillion.

7.1.1.2 Lot 1, Replat Four, 370 North. Improvements constructed, erected, placed, expanded, added to, or maintained by Menard, Inc. or any related entity on Lot 1, Replat Four, 370 North, including Improvements which require review and approval under Article VIII, shall not be subject to review and/or approval by the Architectural Control Committee as provided for in this Article VII, and provided, however, that all such Improvements shall be in compliance with the Mixed Use Agreement and the requirements of the City of Papillion.

2. Provisions Not Amended. All provisions of the Covenants not herein amended shall remain in full force and effect.

3. Conflict. In the event of a conflict between the terms of this Second Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for 370 North, the Corrective Affidavit of the First Amendment, the terms of this Second Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for 370 North shall control.

[SIGNATURE PAGE TO FOLLOW]

