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 INSTRUMENT NUMBER
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After recording, return to:

~~John M. Prokoski
 Croker, Huck, Kasher, DeWitt,
 Anderson & Gonderinger, L.L.C.
 2120 S. 72nd St., Suite 1200
 Omaha, Nebraska 68124~~

**AMENDMENT TO DECLARATION OF COVENANTS,
 EASEMENTS AND RESTRICTIONS**

THIS AMENDMENT TO DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS is made effective the 30 day of December, 2008, by Standing Stone, LLC, a Nebraska limited liability company (the "Declarant").

WITNESSETH:

WHEREAS, a Declaration of Covenants, Easements and Restrictions covering the real property described as Lots 103 through 112, inclusive, and 228 through 235, inclusive, Standing Stone, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska (the "Declaration") (capitalized terms used herein are as defined in the Declaration) was executed by the Declarant on April 22, 2005 and filed on May 3, 2005 as Instrument No. 200514190 in the office of the Register of Deeds of Sarpy County, Nebraska (with Lots 234 and 235 thereafter replatted into Lots now described as Lot 1, Standing Stone Replat 1 ("Lot 1, Replat 1") and Outlot L, Standing Stone); and

WHEREAS, under Article VI, Section 6.2 of the Declaration, the Declarant reserved the right to amend the Declaration in any manner determined by the Declarant, in its discretion, for a period of five years following the date of the Declaration; and

WHEREAS, the Declarant desires that membership in the Association not be mandatory for the owner of, or appurtenant to ownership of, Lot 233 or Lot 1, Replat 1, and that the maintenance services provided by the Association under the terms of the Declaration not be provided to Lot 233 and Lot 1, Replat 1, while continuing to subject such Lots to all other terms and conditions of the Declaration; and

WHEREAS, for the foregoing purposes, the Declarant desires to amend the Declaration, under the power reserved in Article VI, Section 6.2 of the Declaration, as hereinafter set forth.

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NOW, THEREFORE, the Declaration is hereby amended and modified as follows:

1. Article III, Section 3.1 of the Declaration is deleted in its entirety and replaced with the following new Article III, Section 3.1:

3.1. A perpetual easement is reserved in favor of the Declarant and the Association, its successors and assigns, to create, install, repair, reconstruct, maintain and renew a landscape buffer on and over a thirty (30) foot wide strip of Lots 104 through 112, inclusive, and Lots 228 through 232, inclusive, which 30 foot strip shall be on the side of each of such Lots which adjoin Standing Stone Drive, as depicted on the Site Plan.

2. Article III, Section 3.2 of the Declaration is deleted in its entirety and replaced with the following new Article III, Section 3.2:

3.2. As depicted on Exhibit "B", which is attached hereto and incorporated herein by this reference, there shall be constructed as depicted on Exhibit "B" common driveways straddling the common property lines between Lots 105 and 106, Lots 107 and 108, Lots 109 and 110, Lots 111 and 112, Lots 228 and 229, and Lots 230 and 231 for the common use of the two Lot Owners upon whose Lots each common driveway is constructed. Each such common driveway shall be constructed at the sole cost and expense of the two Lots Owners benefitted by each driveway and each common driveway shall be maintained by the Association. In addition, an easement is reserved in favor of the Declarant and the Association over a triangular area, depicted on Exhibit "B", on each side of each common driveway for the placement of signage by the Declarant or the Association, which signage shall be maintained by the Association.

3. Article V, Section 5.2 of the Declaration is deleted in its entirety and replaced with the following new Article V, Section 5.2:

5.2. Membership and Voting. The Owner of each Lot, other than Lot 233 and Lot 1, Replat 1, shall be a Member of the Association. The Owners of Lot 233 and Lot 1, Replat 1 shall not be Members of the Association, and as used in this Article V, the term "Lot" shall refer only to those Lots other than Lot 233 and Lot 1, Replat 1.

Membership shall be appurtenant to ownership of each Lot, and may not be separated from ownership of each Lot.

The owners of each Lot, whether one or more persons or entities, shall be entitled to one (1) vote on each matter properly coming before the members of the Association, except that Declarant shall have five votes for each Lot owned until the total number of Lots owned by non-Declarants equals 80% of the total number of

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Lots included in the Association at which time all Lots shall be entitled to one vote.

4. The Declaration is hereby ratified and confirmed in all respects, except as amended herein, and as if fully set forth herein.

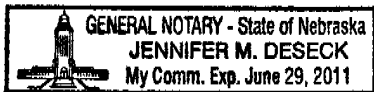
IN WITNESS WHEREOF, the undersigned has executed this Amendment to Declaration of Covenants, Easement and Restrictions effective as of the date first set forth above.

STANDING STONE, LLC

By: [Signature]
Steve Faller, Managing Member

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 30 day of December, 2008, by Steve Faller, Managing Member of Standing Stone, LLC, a Nebraska limited liability company, on behalf of the company.



[Signature]
Notary Public

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