

200601826
STATE OF NEBRASKA COUNTY OF WASHINGTON
ENTERED IN NUMERICAL INDEX AND FILED FOR RECORD
THIS 1st DAY OF May A.D. 2006
AT 1:23 O'CLOCK P.M. AND RECORDED IN BOOK
486 AT PAGE 740-741
COUNTY CLERK Charlotte Peterson
DEPUTY Karlene Madson

740
Recorded
General
Numerical
Photostat
Proofed

FILED
06 MAY -1 PM 1:23
CHARLOTTE L. PETERSEN
WASHINGTON COUNTY, CLERK
BLAIR, NEBR.

AMENDMENT NO. 3

TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS
AND EASEMENTS FOR CRYSTAL LAKE ESTATES LOTS 1 THROUGH 9
AND THREE (3) 10 ACRE PARCELS LYING SOUTHWEST OF
THE LAKE IDENTIFIED AS TAX LOTS 71, 72 & 73 ON JULY 1, 2001
LYING IN THE S ½ OF THE SE ¼ OF SECTION 19, T 18 N, R 12 E OF THE 6TH P.M. AS
SURVEYED AND RECORDED IN WASHINGTON COUNTY, NEBRASKA

THIS AMENDMENT NO. 3 to Declaration, made on the date hereinafter set forth, by
Mark & Crystal C. Bresley and MARBRE LLC, hereinafter referred to a "Declarant".

WITNESSETH:

WHEREAS, the Declarant did execute that certain Declaration of Covenants, Conditions,
Restrictions and Easements for Crystal Lake Estates Lots 1 through 9 and Three (3) 10 Acre
Parcels Lying Southwest of the Lake (Identified as Tax Lots 71, 72 & 73 on July 1, 2001) on
November 22, 2002 and filed December 2, 2002, in the Miscellaneous Records of the Register of
Deeds of Washington County, Nebraska, at Book 383, Pages 32-40, (the "Declaration");

WHEREAS, ARTICLE XI, Section 2 of the Declaration provides that the Declaration
may be amended by the Declarant in any manner until such time as the Declarant has conveyed
fee simple title to twelve (12) of the Lots: and

WHEREAS, the Declarant has not conveyed fee simple title to twelve (12) of the Lots,
and the Declarant desires to amend the Declaration as hereinafter set forth.

NOW, THEREFORE, the Declarant hereby amends the Declaration as follows:

ARTICLE I.
AMENDMENTS

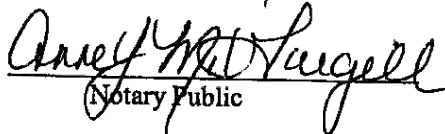
- A. Legal description, Lots 1 through 9 and three (3) 10 acre parcels lying southwest of
the lake identified as Tax Lots 71, 72 & 73 on July 1, 2001, is hereby amended to:
Lots 1 through 8 & 10 through 20 (lot 9 being replatted and now identified as lot 10)
and three (3) 10 acre parcels lying southwest of the lake identified as Tax Lots 71, 72
& 73 on July 1, 2001.
- B. ARTICLE VI, Section 3, Annual Assessments is hereby amended to: The annual
assessment for each of the three (3) 10 acre parcels southwest of the lake shall be 8%
of the annual budget of the Crystal Lake Estates Homeowners Association, except the
three (3) 10 acre parcels southwest of the lake shall not be assessed for maintenance
and repair of the Streets. The balance of the cost of the operation of the Crystal Lake
Estates Homeowners Association, including the cost of maintenance and repair of the
Streets, shall be divided equally among the owners of the lots in Crystal Lake Estates,
Phase I (lots 1 through 8 and the replatted lot 10) until the first lot in Phase II (lots 11
through 20) is sold. For the fiscal year in which the first lot in Phase II is sold and for
all subsequent years in which any lot is sold by the developer, the new owner of said
lot shall pay a prorata share of the assessed dues for Crystal Lake Estates, based on
that year's assessment. Beginning in the first year following the year in which the
first lot in Phase II is sold, and for all subsequent years, the above stated balance of
the cost of the operation of the Crystal Lake Estates Homeowners Association,
including the cost of maintenance and repair of the Streets, shall be divided equally
among the owners of the lots in Crystal Lake Estates, Phases I & II, that are no longer
owned by the developer.


The Declarant hereby ratifies and affirms the Declaration, as amended herein, and declares that all of the lots described above shall be held, sold and conveyed subject to the easements, restrictions, covenants and conditions set forth in the Declaration, as amended herein. Said easements, restrictions, covenants and conditions shall run with said real property and shall be binding upon all parties having or acquiring any right, title or interest in the above described real property, or any part thereof, and shall inure to the benefit of each owner thereof.

IN WITNESS WHEREOF, the undersigned, being the Declarant under the Declaration, has executed this Amendment No. 3 to Declaration of Covenants, Conditions, Restrictions and Easements for Crystal Lake Estates this 13 day of March, 2006.

Crystal C. Bresley
Crystal C. Bresley, Owner

The foregoing instrument was acknowledged before me this 13 day of March 2006 by Mark E. Bresley & Crystal C. Bresley, Owners.




John A. Marcuzzo, Secretary/Treasurer
MARBRE LLC

The foregoing instrument was acknowledged before me this 10 day of March, 2006 by Mark E. Bresley, President & John A. Marcuzzo, Secretary/Treasurer of MARBRE LLC.

