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**AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS,
 RESTRICTIONS AND EASEMENTS OF PACIFIC WOODS
 TOWNHOMES, A PORTION OF THE PACIFIC WOODS
 SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA**

THIS AMENDMENT TO DECLARATION (this "Amendment") is made and entered into this 20th day of March, 2012, by Malibu Holdings, LLC, a Nebraska limited liability company ("Declarant").

PRELIMINARY STATEMENT

Declarant, by virtue of assignment, is the lawful successor to the rights of Declarant under the Declaration of Covenants, Conditions, Restrictions and Easements of Pacific Woods Townhomes, a subdivision of the Pacific Woods subdivision in Douglas County, Nebraska, as such Declaration was recorded on February 22, 2007 with the Douglas County Register of Deeds as Instrument Number 2007020934 (the "Declaration").

The Declaration governs the ownership and use of the following described real estate:

Lots 1 through 30, inclusive in PACIFIC WOODS, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska (the "Lots").

The Declarant was to amend the Declaration to provide that certain services traditionally provided by the Association on the Lots may be provided by the owner of an individual lot (the "Lot"), subject to the terms and conditions of this Amendment.

NOW, THEREFORE, the Declaration is amended as follows:

1. Definitions. Except as expressly set forth herein, the Declaration shall continue in full force and effect according to its terms.

Return to:
 Mark J. LaPuzza
 Pansing Hogan Ernst & Bachman, LLP
 10250 Regency Circle, Suite 300
 Omaha, Nebraska 68114

✓005053

2. Amendment. The Declaration shall be amended in the following particulars.
- a. Article II, Section 14 of the Declaration is hereby deleted in its entirety and replaced as follows:

“14. Rate of Assessment. Assessments and dues shall be fixed by the Board of Directors of the Association. Assessments may vary from Lot to Lot based upon the provisions in Sections 6, 7 and 8 above. Furthermore, dues and assessments may vary based upon the election of an Owner to provide services related to his or her own Lot, pursuant to the terms of Section 18 of this Article II.”

- b. Article II, Section 18 is hereby amended to the Declaration, immediately to follow Section 17 of Article II of the Declaration, and shall state as follows:

“18. Owner Election. The Association is not required to provide any of the services as set forth in Article II, Section 5. A. through P. To the extent that the Association elects to provide such services, the Association may, in its discretion, allow an Owner to opt out of receiving services which may be provided under Article II, Section 5 G. through L. (the “Optional Services”). An Owner, upon signed, written notice to the Association may decline all Optional Services or any of the individual Optional Services, which is to provide for the Owner’s individual Lot. In the event an Owner delivers such notice to that Association, the following provisions shall govern the Owners use and maintenance of Owner’s property.

a. The Owner shall be required to provide all of the Optional Services for the Owner’s Lot at the Owner’s sole cost and expense. The Owner shall be required to maintain the appearance of the property in conformance with the other Lots. This shall include a requirement that the Owner service the Lot as needed and with the same frequency of mowing, snow removal and painting as property’s serviced by the Association.

b. In the event that the Association, either on its own action or at the request of another Owner, determines that an Owner is not providing the Optional Services in a manner which is consistent with the remainder of the Lots or is otherwise detrimental to the Association or its Members. The Association shall notify the Owner of such violation in specific terms as to allow the condition to be cured (the “Violation Notice”).

c. If the Owner receiving a Violation Notice does not act to cure the cited conditions within the time frame set forth in the Violation Notice, the Association shall have the right, but not the

duty, to enter upon Lot of such Owner and provide the Optional Services as it deems necessary in conformance with the Violation Notice. The cost of the provision of such services shall be a special assessment against the Owner and the Lot in the amount of one hundred twenty percent (120%) of the actual cost of the Association and providing such Optional Services to Member, with the additional expense going to cover the administrative and overhead expenses of the Association.

d. The assessment against the Owner and the Lot for dues and assessments shall be reduced to reflect that the Owner is not receiving the Optional Services, the amount of such discount to the individual dues and assessments shall be made by the Board of Directors in consideration of the services actually received and the costs of the Association.

e. The decision of an Owner to provide Optional Services on the Owner's Lot does not relieve the Owner from any other responsibilities under this Declaration, including, but not limited to, the obligation to pay dues as related to the other services provided by the Association under this Article II.

f. An Owner which has chosen not to receive the Optional Services from the Association, may, by written notice to the Association, reverse such election and begin receiving the Optional Services as may be provided by the Association. The election of a prior Owner to receive or not receive the Optional Services shall be treated as the election of any subsequent Owner thereto, provided, however, that such subsequent Owner shall have the right to elect or remove an election for Optional Services under this Section II."

3. Limitation of Amendment. Except as expressly set forth herein, the Declaration shall continue in full force and effect according to its terms.

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Signature Page to Follow]**

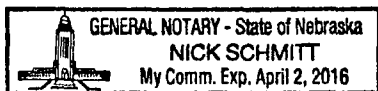
IN WITNESS WHEREOF, the Declarant has caused these presents to be executed as of the date set forth above.

MALIBU HOLDINGS, LLC, a Nebraska limited liability company "Declarant"

By: *Michael Skotkoski*
Title: *Owner*

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 28th day of March, 2012, by Michael Skotkoski, owner of Malibu Holdings, LLC, a Nebraska limited liability company, on behalf of the company.

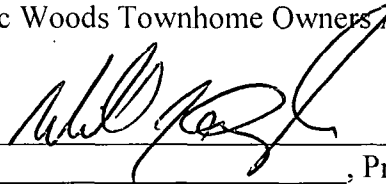


A handwritten signature in black ink, appearing to read "Nick Schmitt".

CONSENT, ACKNOWLEDGMENT AND JOINDER

The Pacific Woods Townhome Owners Association hereby consents to, acknowledges, and joins in the making of the foregoing Amendment, and, to the extent permitted or required by law, ratifies such Amendment as if made by the Association.

Pacific Woods Townhome Owners Association

By: , President

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 28th day of March, 2012, by William S. Douglas, President of the Pacific Woods Townhome Owners Association, a Nebraska non-profit corporation, on behalf of the corporation.


Notary Public

