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**FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS FOR PRAIRIE HOLLOW**

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR PRAIRIE HOLLOW (this "First Amendment") is made this 7th day of September, 2022 (the "Effective Date"), by Prairie Hollow Homeowners Association, Inc., a Nebraska nonprofit corporation (hereinafter the "Association").

RECITALS:

WHEREAS, this First Amendment is being made pursuant to Section 12.01 of the Declaration of Covenants, Conditions, Easements and Restrictions for Prairie Hollow dated June 10, 2020 and recorded in the Douglas County, Nebraska Register of Deeds Office on June 16, 2020 as Instrument No. 2020059062 (as amended from time to time, the "Declaration") and shall be recorded against the following legally described real property:

Lots 1 thru 83 and Outlots "A", "B", and "C", Prairie Hollow, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska (collectively, the "Property"); and

WHEREAS, by an affirmative vote by a majority of the Owners of the Prairie Hollow Subdivision (the "Subdivision"), as evidenced by the Consents to and Ratification of Amendment attached hereto as Exhibit "A", the Association desires to amend the Declaration to provide for additional mowing, trash service and snow removal service to the Lots within the Subdivision, through the Association, and for the assessment of dues to fund these additional services; and

WHEREAS, the Association further declares via the affirmative vote by 75% votes cast that this First Amendment and all subsequent amendments and supplements thereto shall run with the Property and shall be binding upon each Owner, their heirs, successors, and assigns and all parties claiming under them or under the Declaration and shall inure to the benefit of and be enforceable by the Association, each Owner, and all succeeding each Owner; and

WHEREAS, the Association has been established as a homeowners association incorporated in the State of Nebraska for the mutual benefit of the Owners of the Property.

NOW THEREFORE, the Association declares that the Property is hereby subjected to and shall be held, sold, occupied, and conveyed subject to this First Amendment, and as such the Association hereby amends the Declaration as follows:

1. Recitals. The Recitals as set forth above are hereby incorporated into this First Amendment as if fully set forth herein.
2. Definitions. All capitalized terms used in this First Amendment shall have the meanings set forth in the Declaration, except as otherwise defined herein.
3. Amendments.

- a. Section 4.02(d) shall be repealed and replaced in its entirety as follows:

“(d) Providing for lawn mowing and landscaping maintenance, snow removal and trash collection for all Common Area, providing for lawn mowing maintenance, snow removal (driveway and sidewalks) and trash collection for each Lot, maintenance of all recreational areas and facilities, maintenance (including snow removal) of all private streets located on the Property, and such other matters reasonably determined as necessary by the Association; and”

- b. Section 4.03(a) shall be repealed and replaced in its entirety as follows:

“(a) The Association shall levy in each of its fiscal years an Annual General Assessment and a Services Assessment if applicable, (hereinafter collectively referred to as the “Annual Assessments”) against each Lot owned by Class A Members, which is not Exempt Property, for purposes of funding those services provided by the Association provided in Section 4.02 above. The amounts of such Annual Assessments shall be established by the Board of Directors, subject to the limitations imposed by Section 4.04, at least thirty (30) days in advance of each Annual Assessment Period, and the Annual Assessments shall be payable in twelve (12) equal monthly payments. The first Annual Assessments on each Lot imposed pursuant to this section 4.03(a) shall be prorated from the date of conveyance to the end of the fiscal year of the Association.”

- c. The following are hereby added as Sections 4.12 and 4.13.

“Section 4.12. Uniform Rate of Assessment. The Annual Assessments shall be paid prorata by the Owners of all Lots based upon the total number of Lots; provided, however, the Board of Directors of the Association may equitably adjust such prorations if it determines that certain Lots on which all of the improvements are not yet completed do not receive all of the benefits for which such assessments are levied. The dates payments are due shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association, setting forth whether or not all Annual Assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments, on a particular Lot shall be binding upon the Association as of the date of its issue by the Association.

Section 4.13. Payment of Assessments by Electronic Funds Transfer. Every

Owner shall take all actions and execute and deliver all documents as reasonably requested by the Association to arrange for preauthorized payment of the Annual Assessments from the Owner's bank account to the bank account designated by the Association for receipt of such electronic funds transfers. Such actions will include, without limitation, the necessary authorization by the Owner to the Owner's bank to allow such bank to make the periodic payment of the assessments directly to the Association's bank account by electronic funds transfer. Each Owner further agrees to maintain adequate funds in its bank account to provide for the full payment of the assessments when due."

4. No Other Amendment. Except as specifically set forth herein, the Declaration shall remain in full force and effect.
5. Binding Effect. This First Amendment shall be binding upon and inure to the benefit of the Property and every grantee of any interest in the Property or any portion thereof and every Owner of the Property or any portion thereof.

[Remainder of page left intentionally blank; execution page follows.]

IN WITNESS WHEREOF, the undersigned has executed this First Amendment on the day and year first above written.

ASSOCIATION:

PRAIRIE HOLLOW HOMEOWNERS ASSOCIATION, INC. a Nebraska nonprofit corporation

By: [Signature]
Name: Ryan Schwarz
Its: President

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

Before me, a notary public, in and for said county and state, on September 12, 2022, personally came Ryan Schwarz, the President of Prairie Hollow Homeowners Association, Inc., a Nebraska nonprofit corporation, known to me to be the identical person who executed the above instrument and acknowledged the execution thereof to be his/her voluntary act and deed and the voluntary act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year first written above, in the County and State aforesaid.

[Seal]

[Signature]
Notary Public

