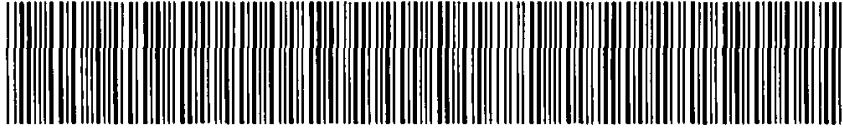


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After recording, please return to:

John M. Prosocki, Esq.
CROKER, HUCK, KASHER, DeWITT,
ANDERSON & GONDERINGER, L.L.C.
 2120 South 72nd Street, Suite 1200
 Omaha, NE 68124

Received - DIANE L. BATTIATO
 Register of Deeds, Douglas County, NE
 6/1/2011 09:47:12.63



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**SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS,
 RESTRICTIONS AND EASEMENTS OF QUAIL HOLLOW, A SUBDIVISION IN
 DOUGLAS COUNTY, NEBRASKA**

This Second Amendment to Declaration of Covenants, Conditions, Restrictions and Easements of Quail Hollow, a Subdivision in Douglas County, Nebraska is made on the date hereinafter set forth by Pacesetter Homes, Inc., a Nebraska corporation, hereinafter referred to as the "Declarant."

RECITALS:

1. The Declarant executed a Declaration of Covenants, Conditions, Restrictions and Easements (the "Declaration") covering the real property described as: Lots 143 through 229, inclusive, Quail Hollow, a Subdivision, as surveyed, platted and recorded in Douglas County, Nebraska. The Declaration was filed for record in the Office of the Register of Deeds of Douglas County, Nebraska on June 10, 2004 as Instrument No. 2004075945.

2. Pursuant to the terms and conditions of Article IV, Section 2 of the Declaration, Declarant, for a period of ten (10) years from the date of the Declaration, reserved the right to amend the Declaration. Declarant previously amended the Declaration pursuant to a First Amendment to Declaration of Covenants, Conditions, Restrictions and Easements of Quail Hollow, a Subdivision in Douglas County, Nebraska, recorded September 3, 2010 as Instrument No. 2010080323. Declarant desires to further amend the Declaration as hereinafter set forth.

3. Declarant hereby amends Article IV, Section 1 of the Declaration to read, in its entirety, as follows:

1. Except for the authority and powers specifically granted only to the Declarant, the Declarant, the Association, or any Owner of a Lot named herein shall have the right to enforce by a proceeding at law or in equity, all reservations, restrictions, conditions and covenants now or hereinafter imposed by the

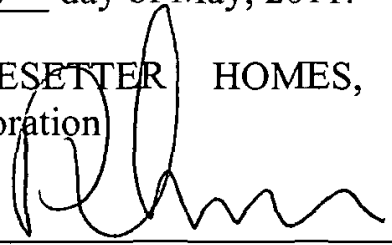
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provisions of this Declaration either to prevent or restrain any violation or to recover damages resulting from such violation, except that neither the Association nor any Owner shall be permitted to commence or maintain any such proceeding against the Declarant, nor shall the Association or any Owner be permitted to support or participate in the commencement or maintenance of any such proceeding against the Declarant. Failure by the Declarant, the Association, or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

4. In all other respects, the Declaration heretofore executed, as previously amended, is hereby ratified and confirmed in its original form.

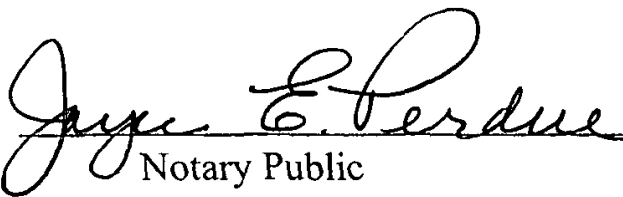
IN WITNESS WHEREOF, Declarant has executed this Second Amendment to Declaration of Covenants, Conditions, Restrictions and Easements of Quail Hollow, a Subdivision in Douglas County, Nebraska this 31 day of May, 2011.

PACESETTER HOMES, INC., a Nebraska corporation

By: 
Dennis Van Moorlegem, Vice President

STATE OF NEBRASKA)
) SS:
DOUGLAS COUNTY)

The foregoing instrument was acknowledged before me this 31 day of May, 2011 by Dennis Van Moorlegem, personally known to me to be the Vice President of Pacesetter Homes, Inc., a Nebraska corporation, and acknowledged the same to be his voluntary act and deed and the voluntary act and deed of said corporation.


Notary Public

