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Received - RICHARD TAKECHI
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9/1/2004 09:07:58.62



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Temp. 12.4.01

V09037

HOWARD L. NEUHAUS
ATTORNEY AT LAW
3934 NO. 30TH ST
P.O. BOX 34122
OMAHA, NE 68134

AMENDMENT
TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS AMENDMENT to Declaration of Covenants, Conditions and Restrictions is made this 24th day of June, 2004. This Amendment amends the Declaration of Covenants, Conditions and Restrictions filed at Book 860, Page 283, and involving the following described real estate: Lots 1 through 15 inclusive, Sunridge Townhomes, as surveyed, platted and recorded in Douglas County, Nebraska.

This Amendment has been approved by vote of ninety percent (90%) or more of the Owners of Lots located within Sunridge II Homeowners Association, Inc., as described above, pursuant to the requirements of ARTICLE XIII, Section 3, of the said Declaration of Covenants, Conditions and Restrictions.

ARTICLE V, Exterior Maintenance, Section 2, shall be amended in the last paragraph thereof, to eliminate the phrase "or tenants" and shall be written as follows:

Notwithstanding the foregoing, in the event the need for maintenance or repair of any of the foregoing on any improved Lot shall result from the willful or negligent acts of the Owner of any Lot, or of such Owner's family, guests, or invitees, the cost of such exterior maintenance shall be added to and become a part of the assessment to which such Lot is subject.

ARTICLE IX, General Restrictions and Other Provisions, Section 1. Restrictions. shall be amended to add, in addition to the language presently contained therein, the following:

- (o) No structure on any Lot within the Properties shall be rented or demised to any lessee, renter, tenant, or other person providing consideration for such occupancy or use, except that the same may be so rented, demised or occupied by a member or members of the owner's immediate family (parents or children).

ARTICLE IX, General Restrictions and Other Provisions, Section 1, subparagraph (j) shall be amended to delete the words "satellite receiving station (dish)" and the following language shall be added to said subsection:

A satellite receiving station (dish) shall be permitted to be attached to a structure on any lot as long as said satellite disc shall not exceed 20" in diameter, shall be attached to the structure in such manner as to limit the visibility thereof from the front street as much as possible, and shall be approved in writing both as to the satellite dish and location by the Board of Directors of the Association.

SUNRIDGE II HOMEOWNERS ASSOCIATION, INC.

Attest: Darlene Niehaus
Darlene Niehaus, Secretary

By: Robert Huettner
Robert Huettner, President

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

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The foregoing instrument was acknowledged before me by Robert Huettner, President, of Sunridge II Homeowners Association, Inc., who acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation.



Howard L. Neuhaus
Notary Public RETURN: Howard L. Neuhaus

P.O. Box 34122
Omaha Ne 68134