

FILED SARPY COUNTY NEBRASKA
INSTRUMENT NUMBER

2011-09457

04/11/2011 1:33:50 PM

Clay J. Dowling

REGISTER OF DEEDS



COUNTER *ah* C.E. *ah*
VERIFY *ah* D.E. *ah*
PROOF _____
FEES \$ *48.00*
CHECK# *3516*
CHG _____ CASH _____
REFUND _____ CREDIT _____
SHORT _____ NCR _____

**FIRST AMENDMENT TO THE DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS OF SUNRIDGE TOWNHOMES**

THIS FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF SUNRIDGE TOWNHOMES (the "First Amendment") is made on the date hereinafter set forth by Celebrity Homes, Inc., a Nebraska corporation, f/k/a Celebrity Townhomes, Inc. (the "Declarant").

RECITALS

WHEREAS, the Declaration of Covenants, Conditions, and Restrictions of Sunridge Townhomes ("Declaration") was recorded by Declarant in the office of the Register of Deeds of Sarpy County, Nebraska, on or about February 13, 2004, as Instrument Number 2004-05058 ("Original Declaration"); and

WHEREAS, the Original Declaration encumbers Sublot 1 of Lot 171, Sublots 5 – 17, inclusive, of Lot 172, Sublots 1 – 34, inclusive, of Lot 173, Sublots 1 – 17, inclusive, of Lot 174, and Sublots 1 – 13, inclusive, of Lot 175, all in SUNRIDGE, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska; and *now known as lot 1 sublots 1-11 of Sunridge Replat One*

WHEREAS, Article XI, Section 3, of the Original Declaration provides that the covenants and restrictions of the Original Declaration may be amended by Declarant for a period of 20 years from the date the Original Declaration is recorded; and

WHEREAS, Declarant desires to amend the Original Declaration upon the terms and conditions stated herein.

NOW, THEREFORE, Declarant hereby declares that the Original Declaration should be and hereby is amended in the following manner:

1. By deleting therefrom Article XI, Section 3 and adding in its place and stead the following:

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is originally recorded, after which time they shall be automatically extended for successive periods of ten (10) years: This Declaration may be amended during the first twenty (20)

RJR

**THOMPSON
LAW OFFICE**

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Omaha, NE 68144

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years by the Declarant in its sole and absolute discretion or by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Such amendments by the Declarant, may include, among other things, the inclusion of additional properties to this Declaration; the removal or detachment of any properties from this Declaration and the jurisdiction of the Association for the purpose of converting the use of said Lot or Lots to single family residential and, if applicable, including such Lot or Lots in the single family homeowners association created by Declarant; and an extension of time for which this Declaration is to run. Any amendment must be recorded.

- 2. Except as specifically amended herein, the Original Declaration shall remain in full force and effect as originally executed. The covenants and restrictions of this First Amendment shall run with and bind the land described herein and shall have the same legal effect as the Original Declaration.

Dated this 3rd day of FEBRUARY, 2011.

CELEBRITY HOMES, INC., a
Nebraska corporation,

By: [Signature]
CHAD LARSEN, Vice-President

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 3rd day of FEBRUARY, 2011, the foregoing instrument was acknowledged before me, a Notary Public, by Chad Larsen, Vice-President of Celebrity Homes, Inc., a Nebraska corporation, acting on behalf of said corporation.

[Signature]
NOTARY PUBLIC

