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FILED SARPY COUNTY NEBRASKA
 INSTRUMENT NUMBER

2011-09458

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Floyd J. Dowling

REGISTER OF DEEDS



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

THIS SECOND AMENDMENT TO THE DECLARATION OF COVENANTS,
 CONDITIONS, AND RESTRICTIONS OF SUNRIDGE TOWNHOMES (the "Second
 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, Sublot 1-11
 of Sunridge Replat One B*

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 adding thereto and adding in its place and stead the following as
 Article III, Section 11:

Section 11. Special Assessments for Capital Improvements and
 Extraordinary Expenses. In addition to the annual assessments authorized
 above, the Association may levy, in any assessment year, a special
 assessment applicable to that year only for the purpose of defraying, in
 whole or in part, the cost of any construction, reconstruction, repair or

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replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, or to account for the expenditure of any extraordinary and unanticipated expense of the Association, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

- 2. Except as specifically amended herein, the Original Declaration shall remain in full force and effect as originally executed with any amendments to date. The covenants and restrictions of this Second 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

