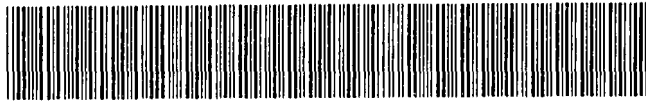




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 FEE 29.50 FB OC-42390:OC-42392.
 BKP _____ C/O OC-42401:OC-42402
 DEL _____ SCAN _____ COMP 805
 FV _____

After recording, return to:

John M. Proski
 Croker, Huck, Kasher, DeWitt,
 Anderson & Gonderinger, L.L.C.
 2120 S. 72nd St., Suite 1200
 Omaha, Nebraska 68124

Received - DIANE L. BATTIATO
 Register of Deeds, Douglas County, NE
 6/23/2010 11:00:54.94



2010055015

**AMENDMENT TO DECLARATION OF COVENANTS,
 CONDITIONS AND RESTRICTIONS FOR WEST DODGE STATION,
 A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA**

THIS AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made effective the 22 day of June, 2010, by 180 Dodge, L.L.C., an Iowa limited liability company ("Developer") and Great Western Bank ("Successor Developer").

WITNESSETH:

WHEREAS, a Declaration of Covenants, Conditions and Restrictions covering the real property described as Lots 1 through 10, West Dodge Station, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska, and Lots 1 and 2 and Outlot 1, West Dodge Station Replat 1 (the "Declaration") (capitalized terms used herein are as defined in the Declaration) was executed by the Developer as of June 24, 2005 and filed on June 28, 2005 as Instrument No. 2005074928 in the office of the Register of Deeds of Douglas County, Nebraska (with Lot 4 thereafter replatted into Lots now described as Lots 1 and 2, West Dodge Station Replat 2, and with Lots 5 and 6 thereafter replatted into Lots now described as Lots 1 through 3 and Lots 6 and 7, West Dodge Station Replat 4, and Lots 1 and 2, West Dodge Station Replat 5); and

WHEREAS, under Article VII, Section 7.1 of the Declaration, the Developer reserved the right for itself and any person, firm, corporation, partnership or entity designated in writing by the Developer, to amend the Declaration in any manner determined by the Developer or such designated entity, in its discretion, for a period of five years following the date of the Declaration; and

WHEREAS, the Developer has transferred fee simple title in and to any remaining Lots owned by Developer to the Successor Developer; and

WHEREAS, under the power reserved in Article VII, Section 7.1 of the Declaration, the Developer (as the originally named "Developer" in the Declaration) and the Successor Developer (as the successor-in-interest to the Developer and an entity designated by Developer to amend

v158697.

the Declaration pursuant to Section 7.1 of the Declaration) desire to amend the Declaration as hereinafter set forth.

NOW, THEREFORE, the Declaration is hereby amended and modified as follows:

1) Article II, is amended by adding the following new Section 2.8:

Section 2.8. Tax Exempt Lot Owners. The Development lies within the boundaries of Sanitary and Improvement District No. 487 of Douglas County, Nebraska (ASID 487"). From and after January 1, 2010 and until SID 487 is annexed by the City of Omaha, no Lot, or any portion thereof, shall be conveyed to any person, entity, organization, or association whose ownership or use thereof would cause the Lot, or any portion thereof, to become exempt from, or to become eligible for exemption from, property taxes, nor shall any Lot Owner make application for tax exemption with respect to any Lot, or portion thereof, unless in either event such proposed transferee or Lot Owner, as applicable, shall have first entered into a written agreement with SID 487, in form and substance acceptable to SID 487 in its sole discretion, pursuant to which such proposed transferee or Lot Owner, as applicable, obligates itself contractually to pay to SID 487, in lieu of taxes, an equitable share of the capital expenditures made by SID 487 for the general benefit of property within the boundaries of SID 487 and not specially assessed against the Lots, and an equitable share of SID 487's annual operating expenditures. Compliance with the terms of this Section 2.8 must be shown by a certificate executed by the Clerk of SID 487 certifying such compliance, which certificate shall be presented for recording with the deed of conveyance to any such proposed transferee, and which certificate shall accompany any application for tax exemption filed by any Lot Owner.

2) Article VI, Section 6.1 of the Declaration is amended by adding thereto the following new subsection (d):


(d) Remedies for Violation of Section 2.8. In the event of any violation, or threatened violation, of Section 2.8 of this Declaration, the Developer, the Association, SID 487, or any Lot Owner shall be entitled to an injunction enjoining a conveyance or application in violation of the terms of Section 2.8, shall be entitled to rescind or set aside any conveyance or application completed in violation of Section 2.8, and shall also be entitled to any and all other remedies specified in this Declaration or available at law or in equity.

3) The Declaration is hereby ratified and confirmed in all respects, except as amended herein, and as if fully set forth herein.

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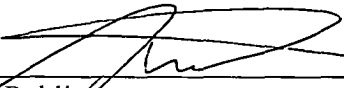
IN WITNESS WHEREOF, the undersigned has executed this Amendment to Declaration of Covenants, Conditions and Restrictions effective as of the date first set forth above.

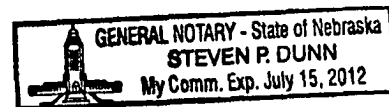
180 DODGE, L.L.C., an Iowa limited liability company

By: 
Name: Jeffrey W. Johnson
Its: Manager

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 22nd day of June, 2010, by Jeff Johnson, the Manager of 180 Dodge, L.L.C., an Iowa limited liability company.


Notary Public

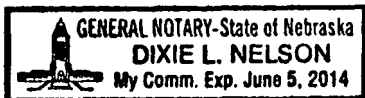


GREAT WESTERN BANK

By: [Signature]
Name: J. Kirk Hanson
Its: Vice President

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 21st day of June, 2010,
by J. Kirk Hanson, the Vice President of Great Western Bank.



[Signature]
Notary Public