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WASHINGTON COUNTY, STATE OF NEBRASKA

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BOOK 592 PAGE(S) 1084-1086

Karen A. Madsen

REGISTER OF DEEDS

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2012 SEP 28 AM 10: 25

KAREN A. MADSEN
WASHINGTON COUNTY
REGISTER OF DEEDS
BLAIR, NE

**FIRST AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS FOR GLEN OAKS,
A SUBDIVISION IN WASHINGTON COUNTY, NEBRASKA**

This First Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Glen Oaks (this "Amendment") is made this 24th day of September, 2012, by LoHo, LLC, a Nebraska limited liability company, hereinafter referred to as the "Declarant", to the Declaration of Covenants, Conditions, Restrictions and Easements for Glen Oaks, a Subdivision in Washington County, Nebraska, dated November ____, 2006, and filed with the Washington County Register of Deeds on December 20, 2007, at Book 519, Page 940-950 (the "Declaration").

PRELIMINARY STATEMENT

WHEREAS, the Declaration governs the following real estate:

Lots 1 through 23, inclusive, 26 through 36, inclusive and 38 through 50, inclusive, in Glen Oaks, a subdivision as surveyed, platted and recorded in Washington County, Nebraska, and Lots 1, 2 and 3, in Glen Oaks Replat One, a subdivision as surveyed, platted and recorded in Washington County, Nebraska,

AND

Outlots A, B, C, and D, Glen Oaks, a subdivision as surveyed, platted and recorded in Washington County, Nebraska.

WHEREAS, Article IV, Section 2 of the Declaration provides that the "This Declaration may be amended or modified by the Declarant, or any person, firm, corporation, partnership, or entity designated in writing by the Declarant, in any manner which it may determine in its full and absolute discretion for a period of five (5) years from the date hereof. After such five (5) year period, this Declaration, the "Declaration may be amended, modified or terminated by an instrument signed by the owners of not less than seventy-five percent (75%) of the Lots covered by this Declaration".

Return to:
James D. Buser
Pansing Hogan Ernst & Bachman, LLP
10250 Regency Circle, Suite 300
Omaha, Nebraska 68114

WHEREAS, the Declarant wishes to amend certain terms of the Declaration.

NOW, THEREFORE, the Declarant, pursuant to the rights granted to it under the Declaration, hereby amends the Declaration in the following particulars:

1. Article IV, Section 2 of the Declaration is hereby deleted in its entirety and replaced as follows:

The covenants and restrictions of this Declaration shall run with and bind the land in perpetuity. This Declaration may be amended or modified by the Declarant, or any person, firm, corporation, partnership, or entity designated in writing by the Declarant, in any manner which it may determine in its full and absolute discretion for a period of eight (8) years from the date of recording of this Declaration. After such eight (8) year period, this Declaration may be amended, modified or terminated by an instrument signed by the owners of not less than seventy-five percent (75%) of the Lots covered by this Declaration.

2. Article IV, Section 3 of the Declaration is hereby deleted in its entirety and replaced as follows:

By the written consent of the Declarant for a period of eight (8) years from the date of recording of this Declaration, any or all of the covenants, conditions, restrictions, and easements as they apply to the Lots may be waived, for any Lot or Lots, in any manner, for such a time period, and on such conditions, if any, which the Declarant may determine in its full and absolute discretion after considering the benefits and detriments which the waiver will have on the Glen Oaks Subdivision and the Owner requesting the waiver. Declarant's decision on any requested waiver, shall be final and there shall be no right of appeal of Declarant's decision. No responsibility, liability or obligation shall be assumed by or imposed upon Declarant by virtue of the authority granted to Declarant in this Section, or as a result of any act or failure to act by Declarant with respect to any requested waiver

3. Except as amended and modified herein the Declaration shall continue in full force and effect in accordance with its terms.

**[Space Below Intentionally Left Blank –
Signature Page to Follow]**

This Amendment has been executed as of the date first above written and will be effective upon recording with the Washington County, Nebraska Register of Deeds.

LOHO, LLC, a Nebraska limited liability company

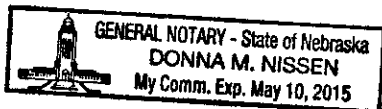
By: *Darrell Logemann*
Darrell Logemann, Member

By: CJ INVESTMENTS, LLC, a Nebraska limited liability company, Member

By: *Robert P. Horgan*
Robert P. Horgan, Manager

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

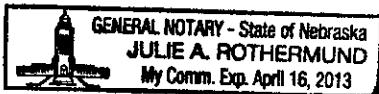
The foregoing instrument was acknowledged before me this 24th day of September, 2012, by Robert P. Horgan, Manager of CJ Investments, LLC, a Nebraska limited liability company, Member of LoHo, LLC, a Nebraska limited liability company, on behalf of the Company.



Donna M. Nissen
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 20 day of September, 2012, by Darrell Logemann, Member LoHo, LLC, a Nebraska limited liability company, on behalf of the Company.



Julie A. Rothermund
Notary Public