

After Recording Return to:

Larry A. Jobeun, Esq.
Fullenkamp, Jobeun, Johnson & Beller, LLP
11440 West Center Road, Suite C
Omaha, Nebraska 68144

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**FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS FOR MAJESTIC POINTE TWO**

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR MAJESTIC POINTE TWO (this "First Amendment") is made effective the 12 day of AUGUST, 2024 (the "Effective Date"), by Majestic Pointe, LLC, a Nebraska limited liability company ("Declarant").

RECITALS:

WHEREAS, the Declarant, as the then owner of all of the real property within the Majestic Pointe Two subdivision, entered into that certain Declaration of Covenants, Conditions and Restrictions for Majestic Pointe Two recorded on July 7, 2023, as Instrument No. 2023054896 with the Douglas County, Nebraska Register of Deeds (the "Declaration");

WHEREAS, pursuant to and as permitted by Article XII of the Declaration, the Declarant desires to amend the Declaration to delete Section 4.02(f) of the Declaration,

WHEREAS, this First Amendment shall be indexed and filed of record against the following described real estate, to wit:

Lots 95 thru 195, inclusive, and Outlots "A" through "E", inclusive, Majestic Pointe Two, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska.

NOW, THEREFORE, in furtherance thereof, the Declarant hereby adopts, declares, and provides as follows:

1. Definitions. All capitalized terms used in this First Amendment shall have the meanings set forth in the Declaration except as otherwise defined herein.

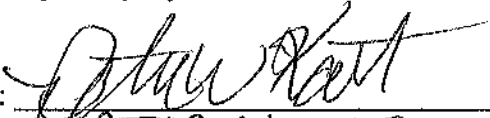
2. Amendments.
 - A. Pursuant to and as permitted by Article XII of the Declaration, the Declarant desires to amend the Declaration to delete Section 4.02(f) of the Declaration.
 - B. As such, Section 4.02(f) of the Declaration is hereby deleted in its entirety.
3. No Other Amendment. Except as specifically set forth herein, the Declaration shall remain in full force and effect.
4. Binding Effect. This First Amendment shall be binding upon and inure to the benefit of the Property and every grantee of any interest in the Property or any portion thereof and every Owner of the Property or any portion thereof.

[Remainder of page left intentionally blank; execution page follows.]

IN WITNESS WHEREOF, the undersigned has executed this First Amendment on the day and year first above written.

DECLARANT:

MAJESTIC POINTE, LLC, a Nebraska limited liability company,

By: 
Name: PETER W. KATT
Title: MEMBER

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged, subscribed and sworn to before me by PETER W KATT, known to me to be the MEMBER of Majestic Pointe, LLC, a Nebraska limited liability company, on behalf of said limited liability company, this 12 day of AUGUST, 2024.

[Seal]



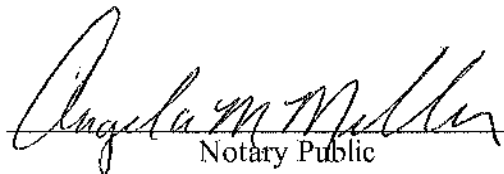

Notary Public

EXHIBIT A

Lots 28 to 33, inclusive; Lots 36 and 37; Lots 40 to 45, inclusive; Lots 79 to 88, inclusive; Lots 153 to 178, inclusive; Lots 180 to 186, inclusive; Lots 192, 193 and 194, All in Majestic Pointe Two, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska

**CONSENT IN LIEU
OF MEETING OF OWNERS OF
MAJESTIC POINTE TWO**

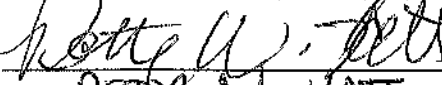
The undersigned, constituting all of the Owners of Majestic Pointe Two, a subdivision in Douglas County, Nebraska (the "Subdivision"), hereby unanimously consents in writing to the adoption of the following resolutions as of August 12, 2024:

BE IT RESOLVED that the Owners unanimously ratify and approve that certain First Amendment to the Declaration of Covenants, Conditions and Restrictions for Majestic Pointe Two, attached hereto as Exhibit A.

This Consent may be executed in multiple counterparts, each of which shall be deemed to constitute an original Consent as to the Owner executing the same, but all of which shall constitute a single Consent. Any signature page of any counterpart may be attached to any other counterpart, all of which shall constitute one and the same Consent. This Consent may be executed by an Owner and transmitted via facsimile. Any counterpart of this Consent that was transmitted via facsimile shall constitute an executed original of this Consent.

IN WITNESS WHEREOF, I have executed this Consent as of the date first set forth above.

Majestic Pointe, LLC,
a Nebraska limited liability company

By: 
Name: PETER W. KATT
Title: MEMBER

D.R. Horton - Nebraska, LLC, a Delaware
limited liability company

By: _____
Name: _____
Its: _____

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OF MEETING OF OWNERS OF
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Majestic Pointe, LLC,
a Nebraska limited liability company

By: _____
Name: _____
Title: _____

D.R. Horton - Nebraska, LLC, a Delaware
limited liability company

By: [Signature]
Name: Aaron Mow Han
Its: City Manager

Exhibit "A"

First Amendment to Declaration of Covenants, Conditions and Restrictions for Majestic Pointe
Two