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**FOURTH AMEDMENT TO  
CONDOMINIUM DECLARATION  
Aspen Condominiums  
8941 Miami Street  
Omaha, Nebraska 68134**

This Fourth Amendment to the Condominium Declaration ("Fourth Amendment") is made this 30 day of October, 2008 by Aspen Condominiums, LLC, a Nebraska limited liability company, who is the owner of all of the Aspen Condominium Units subject to the Condominium Declaration (the "Declarant").

- A. The Declarant owns 100% of the real property and improvements known as Aspen Condominiums located at 8941 Miami Street in Omaha, Douglas County, Nebraska, more particularly described as follows:

DWELLING UNITS 1 THROUGH 34, INCLUSIVE, AND GARAGE UNITS 1 THROUGH 16, INCLUSIVE, IN ASPEN CONDOMINIUMS, A CONDOMINIUM PROPERTY REGIME ORGANIZED UNDER THE LAWS OF THE STATE OF NEBRASKA, PURSUANT TO CONDOMINIUM DECLARATION DATED MAY 21, 2007, AND FILED JUNE 5, 2007, AS INSTRUMENT NUMBER 2007063196 OF THE RECORDS OF THE REGISTER OF DEEDS OF DOUGLAS COUNTY, NEBRASKA,

AS AMEMDED BY FIRST AMENDMENT TO CONDOMINIUM DECLARATION DATED JUNE 13, 2007 AND FILED JUNE 14, 2007, AS INSTRUMENT NUMBER 2007067032 OF THE RECORDS OF THE REGISTER OF DEEDS OF DOUGLAS COUNTY, NEBRASKA, and,

AS AMENDED BY SECOND AMENDMENT TO CONDOMINIUM DECLARATION DATED JUNE 3, 2008 AND RECORDED ON JUNE 6, 2008, AS INSTRUMENT NO. 2008056158 OF THE RECORDS OF THE REGISTER OF DEEDS OF DOUGLAS COUNTY, NEBRASKA, and,

RETURN: Homebuyers, Inc  
701 Olson Dr Ste #101 1  
Papillion NE 68046

AS AMENDED BY THIRD AMENDMENT TO CONDOMINIUM DECLARATION DATED AUGUST 4, 2008 AND RECORDED ON OCTOBER 8, 2008, AS INSTRUMENT NO. 2008098403 OF THE RECORDS OF THE REGISTER OF DEEDS OF DOUGLAS COUNTY, NEBRASKA, ALL COLLECTIVELY REFERRED TO AS THE "DECLARATION":

- B. Declarant is the successor in interest to the original Declarant by virtue of a Trustee's Deed executed on January 15, 2008 and recorded on February 21, 2008, as Instrument No. 2008016347 of the records of the Register of Deeds of Douglas County, Nebraska.
- C. The Declarant desires to amend the Condominium Declaration, Aspen Condominiums, 8941 Miami Street, Omaha, Nebraska, dated May 21, 2007, and recorded on June 5, 2007, as Instrument No. 2007063196 of the records of the Register of Deeds of Douglas County, Nebraska and the First Amendment to Condominium Declaration dated June 13, 2007 and recorded on June 14, 2007, as Instrument No. 2007067032 of the records of the Register of Deeds of Douglas County, Nebraska, and, as amended by Second Amendment to Condominium Declaration dated June 3, 2008 and recorded on June 6, 2008, as Instrument No. 2008056158 of the records of the Register of Deeds of Douglas County, Nebraska, and, as amended by the Third Amendment to Condominium Declaration dated August 4, 2008 and recorded on October 8, 2008, as Instrument No. 2008098403 collectively referred to as the "Declaration":
- D. Section 9.12 of the Declaration is hereby stricken in its entirety and replaced with the following:

" 9.12 Lease of Units. No Garage Unit may be separately leased; all Garage Units must be leased with and as a part of the lease of a Dwelling Unit. A Unit Owner may lease such Owner's Dwelling Unit subject to the following conditions precedent:

(a) the lease or rental agreement must be in writing, must provide for an initial lease term of no less than six (6) months, must provide that the lease is subject to the terms of the Condominium Instruments and that any failure of the lessee to comply with the terms of the Condominium Instruments shall be a default under the lease, upon the occurrence of which the Association shall have the right to evict the lessee from the Dwelling Unit; and

(b) the lease must be a lease of the entire Dwelling Unit.

The Executive Board shall have the power and authority to adopt rules and regulations regarding leasing of Dwelling Units, including rules and regulations implementing the provisions of this section. This section shall also apply to subleases and assignments and renewals of leases, and no lease

approved by the Executive Board shall be amended or modified or its term extended without the written approval of the Executive Board. The provisions of this section shall not apply to any Unit owned by Declarant.”

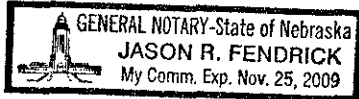
- E. All other provisions contained in the Declaration, as amended, shall remain in full force and effect.
- F. All provisions of this Fourth Amendment shall run with the land and shall be binding upon all present and future owners of the property described in this Third Amendment.
- G.. Invalidation of this Fourth Amendment by final order of any court of competent jurisdiction shall not affect the validity and enforceability of any provisions contained in the Declaration, or any previous amendments thereto.

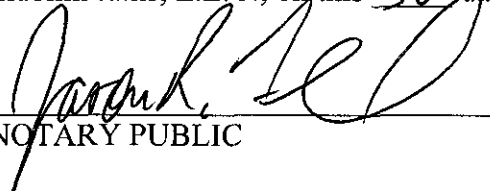
ASPEN CONDOMINIUMS, L.L.C.

By:   
JARED HOLLINGER, Member

October 30, 2008  
Date

SUBSCRIBED, SWORN, and ACKNOWLEDGED to before me by JARED HOLLINGER, Member of Aspen Condominiums, L.L.C., on this 30 day of October, 2008.



  
NOTARY PUBLIC