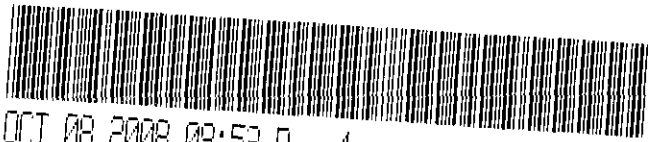




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Received - DIANE L. BATTIATO
 Register of Deeds, Douglas County, NE
 10/8/2008 08:52:51.32

 2008098403

THIRD AMMENDMENT TO CONDOMINIUM DECLARATION

Aspen Condominiums
8941 Miami St
Omaha NE 68134

Return to: Aspen Condominiums,
701 Olson Dr, Suite 109
Papillion NE 68046

✓ 1067

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

This Third Amendment to the Condominium Declaration ("Third Amendment") is made this 4th day of August, 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, 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, collectively referred to as the "Declaration":

1. Section 11 of the Declaration is hereby amended to add the following:

Operation, Maintenance, and Extraordinary Expense Assessments. Any First Mortgagee who obtains title to a Condominium Unit pursuant to the remedies in the mortgage or through foreclosure will not be liable for more than six (6) months of the Condominium Unit's unpaid regularly budgeted dues or charges accrued before acquisition of the title to the Condominium Unit by the Mortgagee. The Mortgagee shall be liable for any fees or costs related to the collection of the unpaid dues.

2. Section 12.5 of the Declaration is hereby amended to add the following:

Payment of Insurance Proceeds. No provision of the Declaration or other governing documents shall give a Unit Owner or any other party priority over any rights of the First Mortgagee of the Condominium Unit pursuant to its mortgage in the case of payment to the Unit Owner of insurance proceeds for losses to Condominium Units and/or Common Elements.

3. Section 13 of the Declaration is hereby amended to add the following:

Condemnation. No provision of the Declaration or other governing documents shall give the Condominium Unit Owner or any other party priority over any rights of the First Mortgagee of the Condominium Unit pursuant to its mortgage in the case of payment to the Unit Owner of condemnation awards for losses to or taking of Condominium Units and/or Common Elements.

4. All other provisions contained in the Declaration, as amended, shall remain in full force and effect.
5. All provisions of this Third Amendment shall run with the land and shall be binding upon all present and future owners of the property described in this Third Amendment.
6. Invalidation of this Third 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.

ASPENN CONDOMINIUMS, L.L.C.

By: [Signature]
JARED HOLLINGER, Member

8/4/08
Date

SUBSCRIBED, SWORN, and ACKNOWLEDGED to before me by JARED HOLLINGER, Member of Aspen Condominiums, L.L.C., on this 4th day of August, 2008.

[Signature]
NOTARY PUBLIC

