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2012062425

Prepared by & Return to: Michael C. Carter, 11506 Nicholas St., Suite 100, Omaha, NE 68154 (402) 493-2800

**SECOND AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS  
AND EASEMENTS OF MALLARD LANDING,  
A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA**

THIS SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS is made and entered this 25<sup>th</sup> day of June, 2012, by Mallard Landing, Inc., a Nebraska corporation, hereinafter referred to as the "Declarant", pursuant to a First Amendment to Declaration of Covenants, Conditions, Restrictions and Easements of Mallard Landing dated September 23, 2009, and filed of record on September 29, 2009 in the Miscellaneous Records of Douglas County Register of Deeds, Document #2009105817 (the "First Amendment"), pursuant to a Declaration of Covenants, Conditions, Restrictions and Easements of Mallard Landing filed of record on May 18, 2009 in the Miscellaneous Records of Douglas County Register of Deeds, Document #2009049027 (the "ECR").

WITNESSETH

WHEREAS, Declarant entered into an ECR dated May 18, 2009, to preserve the values and amenities of Mallard Lake; and

WHEREAS, Declarant entered into a First Amendment to the ECR dated September 23, 2009, to amend the ECR.

WHEREAS, the Declarant desires to make a second amendment to the ECR.

NOW, THEREFORE, the Declarant hereby declares that each and all of the Lots shall be held, sold and conveyed subject to the following restrictions, covenants, conditions and easements, all of which are for purpose of enhancing and protecting the value, desirability and attractiveness of the Lots, and the enjoyment of the residents of the Lots. These restrictions, covenants, conditions and easements shall run with such Lots and shall be binding upon all parties having or acquiring any right, title or interest in each Lot, or any part thereof, as is more fully described herein. The Lots are, and each Lot is and shall be subject to all and each of the following conditions and other terms:

1. Article I. Restrictions and Covenants shall add the following language as Section 31:

"v. *Direct Drive or V-Drive boats shall not exceed 20.5' in length or 350/hp.*"

2. Article I. Restrictions and Covenants shall add the following language to Section 27:  
 "Any "bully-type" dog breeds shall not be permitted, including: **Pitbull, American Staffordshire Terrier, Staffordshire Bull Terrier, Dogo Argentina, Presa Canario, American Bulldog** or **Cane Corso.**"
3. Article I. Restrictions and Covenants shall add the following language as Section 34:  
 "The island shall be properly maintained, including all future repair and restructuring."
4. Article I. Restrictions and Covenants shall add the following language to Section 18:  
 "Approved fence is a 4 foot steel, black fence from S&W. In the event such model of fencing material is discontinued the DRB will approve a substitute by a substantially similar product.
5. Article I. Restrictions and Covenants shall add the following language as Section 31:  
 "a. *Boats*  
 (v) *Paddle Boats shall not exceed a distance of seventy-five (75) feet from the shoreline.*"

Except as otherwise provided herein, the terms and conditions of the Declaration of Covenants, Conditions, Restrictions and Easements of Mallard Landing shall remain in full force and effect as written.

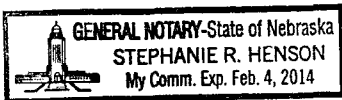
IN WITNESS WHEREOF, we the executing parties, by our respective duly authorized agents, hereby enter into this Second Amendment to the Declaration of Covenants, Conditions, Restrictions and Easements of Mallard Landing, effective on the day and year first above written.

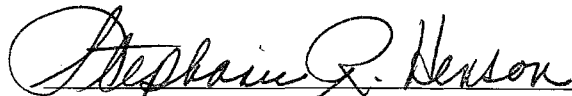
Mallard Landing, Inc., a Nebraska Corporation

By:   
 \_\_\_\_\_  
 Con Muilenburg, Vice President

STATE OF NEBRASKA )  
 )ss.  
 COUNTY OF DOUGLAS )

On this 25<sup>th</sup> day of June, 2012, before me, the undersigned, a Notary Public in and for the State of Nebraska, personally appeared **Con Muilenburg** to me personally known, who being by me duly sworn, did say that he is the Vice President of Mallard Landing, Inc., a Nebraska corporation, executing the foregoing instrument, that the instrument was signed on behalf of the corporation as a member of and for Mallard Landing, Inc., by authority of the corporation, and its shareholders and that he as the officer acknowledged execution of the instrument to be the voluntary act and deed of the Corporation by it and by the officer voluntarily executed.



  
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 NOTARY PUBLIC IN AND FOR SAID STATE

## LEGAL DESCRIPTION

Lots One (1) through Twenty ~~Two~~ (20), MALLARD LAKE PHASE I, a subdivision in Douglas County, Nebraska **0w-23575**

Lots Twenty-Two (22) through Thirty-One (31), Thirty-Four (34) through Thirty-Seven (37), Forty-One (41) through Forty-Seven (47), and Outlot A and Outlot B, MALLARD LAKE PHASE 1 REPLAT 1, a subdivision in Douglas County, Nebraska **0w-23576**

Lots One (1) through Three (3), MALLARD LAKE PHASE 1 REPLAT 2, a subdivision in Douglas County, Nebraska **0w-23579**

Lots One (1) through Three (3), MALLARD LAKE PHASE 1 REPLAT 3, a subdivision in Douglas County, Nebraska **0w-23598**

Lots Forty-Eight (48) through Seventy (70) and Outlot C, MALLARD LAKE PHASE 2, a subdivision in Douglas County, Nebraska **0w-23577**

Lot Twenty-One (21) and Lots Seventy-One (71), through One Hundred Seven (107) and Outlots D and E, MALLARD LAKE PHASE 3, a subdivision in Douglas County, Nebraska **0w-23578**