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**SECOND AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS
AND EASEMENTS**

THIS SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS (hereafter "the First Amendment"), is made on the date hereinafter set forth by Manchester Ridge, L.L.C., a Nebraska limited liability company, hereinafter referred to as "Declarant."

WITNESSETH:

WHEREAS, Declarant is the owner of the real property that is legally described as Lots 1 through 10, of Manchester Ridge 2nd Addition, a subdivision in Douglas County, Nebraska, (hereafter "the Property"), which Property was a replat of Lots 1 through 8, inclusive, of Manchester Ridge, a subdivision in Douglas County, Nebraska;

WHEREAS, a Declaration of Covenants, Conditions, Restrictions and Easements executed by the Declarant was filed for record as Instrument Number 2004110204 in the Miscellaneous Records in the office of the Register of Deeds of Douglas County, Nebraska, on August 18, 2004 (hereafter "the Declaration"), which encumbered the real property that included the Property;

WHEREAS, Article X, Section 3 of the Declaration provides the Declarant with the right to amend the Declaration in any manner which it may determine in its full and absolute discretion for a period of seven years from the date of the recording of the Declaration in the office of the Register of Deeds;

WHEREAS, Declarant desires to further amend the Declaration with regard to only Lots 1 through 10, of Manchester Ridge 2nd Addition, a subdivision in Douglas County, Nebraska;

NOW, THEREFORE, Declarant hereby amends the Declaration as to Lots 1 through 10, of Manchester Ridge 2nd Addition, a subdivision in Douglas County, Nebraska, as follows:

1. By replacing and modifying the minimum size of a One-story house with attached garage from 1500 square feet to 1450 square feet.
2. By adding the following as a new Article XI to the Declaration:

**ARTICLE XI
MANCHESTER RIDGE VILLA ASSOCIATION**

1. The Association. Declarant shall cause the incorporation of MANCHESTER RIDGE VILLA ASSOCIATION, a Nebraska nonprofit corporation (hereafter the "Villa Association"), which shall include Lots 1 through 10, of Manchester Ridge 2nd Addition, a subdivision in Douglas County, Nebraska. Declarant hereby reserves the right, without the consent of any Owner or Member, to expand the Villa Association to include additional residential villa lots in any subsequent phase of the Manchester Ridge subdivision, including but not limited to additional lots from the Manchester Ridge 2nd Addition subdivision. Such expansion(s) may be affected from time to time by the Declarant or Declarant's assignee by recordation with the Register of Deeds of Douglas County, Nebraska, of a Declaration of Covenants, Conditions, Restrictions and Easements, executed and acknowledged by the Declarant or Declarant's assignee, setting forth the identity of the additional residential villa lots (hereafter the "Subsequent Phase Declaration"). Upon the recording of any Subsequent Phase Declaration which expands the residential lots included in the Villa Association, the additional villa lots identified in the Subsequent Phase Declaration shall be considered to be and shall be included as Villa Lots for purposes of this Article, and the Owners of the additional residential villa lots shall be Members of the Villa Association with all rights, privileges and obligations accorded or accruing to Members of the Villa Association. Every Member of the Villa Association shall continue to be a Member of the Manchester Ridge Homeowners Association, and each Member of the Villa Association shall continue to have all the rights, privileges and obligations accorded or accruing to Members of Manchester Ridge Homeowners Association, including but not limited to the payment of annual assessments levied by the Manchester Ridge Homeowners Association to the Manchester Ridge Homeowners Association.

The Villa Association has as its purpose the promotion of the health, safety, recreation, welfare and enjoyment of the residents of Lots 1 through 10, of Manchester Ridge 2nd Addition, a subdivision in Douglas County, Nebraska, and the residents of lots specifically designated as Villa Lots included in any Subsequent Phase Declaration (hereafter collectively referred to herein as "the Villa Lots"), and such purpose includes the exercise, promotion, enhancement and protection of the privileges and interests of the residents of the Villa Lots, and the protection and maintenance of the residential character of the Villa Lots.

2. Membership and Voting. The "Owner" of each Villa Lot, as described in this Article, shall be a Member of this Villa Association. For purposes herein, the term "Owner" of a Villa Lot means and refers to the record owner, whether one or more persons or entities, of a fee simple title to a Villa Lot, but excluding however those parties having any interest in any such Villa Lot merely as security for the performance of an obligation (such as a contract seller, the trustee or beneficiary of a deed of trust, or a mortgagee). The purchaser of a Villa Lot under a land contract or similar instrument shall be considered to be the "Owner" of the Villa Lot for purposes of this Article. Membership in the Villa Association shall be appurtenant to ownership of each Villa Lot, and may not be separated from ownership of each Villa Lot.

The Villa Association shall have two (2) classes of voting members, Class A Members and Class B Members, defined as follows:

CLASS A: Class A Members shall be all Owners of Villa Lots, with the exception of Declarant and assigns. Each Class A Member shall be entitled to one (1) vote for each Villa Lot owned. When there shall be more than one person or entity holding an interest in any Villa Lot, all such persons or entities or both, shall be Members; provided, however, that the vote for such Villa Lot shall be exercised as such persons or entities or both, shall determine, but in no event shall more than one vote be cast with respect to any one Villa Lot. It is understood that the Owner of each respective Villa Lot created as a result of a Lot Split shall be entitled to one (1) vote.

CLASS B: Class B Members shall be the Declarant or its assigns which shall be entitled to four (4) votes for each Villa Lot owned. For purposes herein, Declarant shall be considered the Owner of a Villa Lot notwithstanding the existence of any contract for sale or purchase agreement, with such ownership status continuing in all events until title is transferred by Declarant through the execution, delivery and recordation of a Warranty Deed. A Class B membership shall terminate and be converted into a Class A membership upon the occurrence of the date on which the total votes outstanding in the Class A membership shall equal or exceed the total votes outstanding in the Class B membership.

The Class A and Class B Members may be sometimes collectively referred to as "Members."

3. Purposes, Powers and Responsibilities. The Villa Association shall have all powers and duties necessary and appropriate to accomplish the Purposes and administer the affairs of the Villa Association. The powers and duties to be exercised by the Board of Directors, and, upon authorization of the Board of Directors, by the officers, shall include, but shall not be limited to, the following:

- A. Lawn mowing, fertilization, and snow removal for the Villa Lots, and an annual Spring window cleaning of the exterior portion of the windows for the Villa Lots.
- B. The fixing, levying, collecting, abatement, and enforcement of all charges, dues, or assessments made pursuant to the terms of this Article.
- C. The expenditure, commitment and payment of Villa Association funds to accomplish the purposes of the Villa Association including, but not limited to, payment for purchase of insurance covering any Common Area or any other area in which the Villa Association has an interest against property damage and casualty, and purchase of liability insurance coverages for the Villa Association, the Board of Directors of the Villa Association and the Members.
- D. The exercise of all of the powers and privileges, and the performance of all of the duties and obligations of the Villa Association as set forth in this Article, as the same may be amended from time to time.
- E. The acquisition by purchases or otherwise, holding, or disposition of any right, title or interest in real or personal property, wherever located, in connection with the affairs of the Villa Association.
- F. The deposit, investment and reinvestment of Villa Association funds in bank accounts, securities, money market funds or accounts, mutual funds, pooled funds, certificates of deposit or the like.
- G. The employment of professionals and consultants to advise and assist the Officers and Board of Directors of the Villa Association in the performance of their duties and responsibilities for the Villa Association.
- H. General administration and management of the Villa Association, and execution of such documents and doing and performance of such acts as may be necessary or appropriate to accomplish such administration or management.
- I. The doing and performing of such acts, and the execution of such instruments and documents, as may be necessary or appropriate to accomplish the purposes of the Villa Association.

4. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Villa Lot owned (including Lots 1 through 10, of Manchester Ridge 2nd Addition, a subdivision in Douglas County, Nebraska), hereby covenants, and each Owner of any Villa Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Villa Association monthly assessments or

charges for the services described as part of the Villa Association's responsibilities, such assessments to be established and collected as hereinafter provided. The monthly assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

5. Purpose of Assessments. The assessments levied by the Villa Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents of the Villa Lots as described and defined herein, and for such other matters as set forth in this Article. Assessments shall be levied solely against an Assessable Villa Lot. Assessable Villa Lot shall mean and refer to any Improved Villa Lot which the Board of Directors of the Villa Association determines is entitled to the benefits for which assessments are levied by the Villa Association as provided in this Article. An Improved Villa Lot shall mean and refer to any Villa Lot upon which shall be erected a dwelling the construction of which shall be at least eighty percent (80%) constructed according to the plans and specifications for construction of said dwelling.

6. Monthly Assessments. The Board of Directors of the Villa Association shall have authority to levy and assess from time to time against any Assessable Villa Lot any monthly maintenance assessment for the purpose of meeting the requirements of this Article.

7. Rate of Assessment. The monthly assessments shall be paid pro rata by the Owners of all Assessable Villa Lots based on the total number of Assessable Villa Lots; provided, however, the Board of Directors of the Villa Association may equitably adjust such prorations if it determines that certain Assessable Villa Lots on which all of the improvements are not yet completed do not receive all of the benefits for which such assessments are levied. The monthly assessments may be collected on a monthly or other periodic basis by the Villa Association. The Board of Directors of the Villa Association shall fix the amount of the monthly or other periodic assessments against each Assessable Villa Lot. Written notice of the assessment shall be sent to every Owner subject thereto. The dates payments are due shall be established by the Board of Directors of the Villa Association. The Villa Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Villa Association, setting forth whether or not all assessments on a specified Assessable Villa Lot have been paid. A properly executed certificate of the Villa Association as to the status of assessments, on a particular Assessable Villa Lot shall be binding upon the Villa Association as of the date of its issue by the Villa Association.

8. Effect of Nonpayment of Assessments: Remedies of the Villa Association. Any assessment not paid within thirty (30) days after the due date shall be deemed delinquent and shall bear interest from the date of delinquency at the rate of ten percent (10%) per annum. Should any assessment remain unpaid more than sixty (60) days after the due date, the Villa Association may declare the entire unpaid portion of said assessment for said year to be immediately due and payable and thereafter delinquent. The Villa Association may bring an action at law against the Owner personally obligated to pay the same, or may foreclose the lien of such assessment against the property through proceedings in any court having jurisdiction of actions for the enforcement of such liens. No Owner may waive or otherwise escape liability for the assessments provided herein by abandonment of title or transfer of such Owner's Villa Lot.

9. Subordination of Assessments. The lien on the assessments provided for herein shall be subordinate to the lien of any first mortgage, first deed of trust, or other initial purchase money security interest or device, and the holder of any first mortgage, first deed of trust or

other initial purchase money security interest or device, on any Villa Lot may rely on this provision without the necessity of the execution of any further subordination agreement by the Villa Association. Sale or transfer of any Villa Lot shall not affect the status or priority of the lien for assessments made as provided herein. The Villa Association, if authorized by its Board of Directors, may release the lien of any delinquent assessments on any Villa Lot as to which the first mortgage, first deed of trust or other initial purchase money security interest or device thereon is in default, if such Board of Directors determines that such lien has no value to the Villa Association. No mortgagee shall be required to collect any assessments due. The Villa Association shall have sole responsibility to collect all assessments due.

10. Abatement of Dues and Assessments. Notwithstanding any other provision of this Article, the Board of Directors of the Villa Association may abate all or part of the dues or assessments due in respect of any Villa Lot, and shall abate all dues and assessments due in respect of any Villa Lot during the period such Villa Lot is owned by the Declarant.

11. Monthly Assessments. Monthly assessments may be assessed for, but not limited to, the following:

- A. Lawn mowing, fertilizing and snow removal for the Villa Lots.
- B. An annual Spring window cleaning of the exterior portion of the windows for the Villa Lots.
- C. Snow removal from drives, front walks and stoops only as to be determined by the guidelines set forth by the Board of Directors.
- D. The Association shall have no duty to repair, replace or maintain any exterior concrete surfaces, including walks, driveways, patios, foundations, doors, windows, and decks.

12. Access. The Villa Association, its officers, employees and agents, contractors and repair persons designated by the Villa Association, shall have the right to go on any Lot for the purpose of performing the duties of the Association hereunder, and the Association is hereby granted a specific easement for such purpose.


The Declarant hereby ratifies and affirms all other terms and provisions of the Declaration.

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IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto executed this document on this 3 day of Feb., 2006.

DECLARANT:

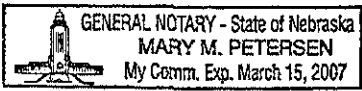
MANCHESTER RIDGE, L.L.C., a Nebraska limited liability company,

By: 
Patrick G. Day, Managing Member

State of Nebraska)
) ss.
County of Douglas)

On this 3 day of Feb., 2006, before me, a Notary Public in and for said county and state, personally came Patrick G. Day, Managing Member of Manchester Ridge, L.L.C., a Nebraska limited liability company, known to me to be the identical person who executed the above instrument and acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of said limited liability company.


Notary Public



CONSENT

The undersigned, PREMIER CUSTOM HOMES, INC., a Nebraska corporation, hereby consents to the recording of the foregoing Second Amendment to Declaration of Covenants, Conditions, Restrictions and Easements in the office of the Register of Deeds for Douglas County, Nebraska.

Dated this 4th day of April, 2006.

PREMIER CUSTOM HOMES, INC., a Nebraska corporation,

By: Michael J. Andrews
Michael J. Andrews, President

State of Nebraska)
County of Douglas) ss.

On this 4th day of April, 2006, before me, a Notary Public in and for said county and state, personally came Michael J. Andrews, President of Premier Custom Homes, Inc., a Nebraska corporation, known to me to be the identical person who executed the above instrument and acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of said corporation.

Daniel D. Walsh
Notary Public

