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2009105817

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

**FIRST AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS  
AND EASEMENTS OF MALLARD LANDING, DIAL – MALLARD LAKE,  
A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA**

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS is made and entered this 28 day of September, 2009, by Dial – Mallard Lake, Inc., a Nebraska corporation, hereinafter referred to as the "Declarant", 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, the Declarant desires to amend 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 2.e.:

*"e. Any Owner installing a geothermal heating system shall use a **closed system** which must be approved by Declarant."*

2. Article I. Restrictions and Covenants shall add the following language as Section 3.a.:

*"a. No part of any residence, including decks, may be erected or maintained on any of the Lots nearer to the front street right-of-way ("R.O.W.") than set forth hereinabove section 3; excepting*

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*Lots 1, 2, and 3 Mallard Lake Phase 1 Replat 3; and 22 - 30, 35, 36 and 37, Mallard Lake Phase I, Replat 1, which may be twenty-five (25) feet, nor nearer to the rear Lot line than forty-five (45) feet, nor nearer to the side Lot line than seven (7) feet, with a minimum of thirty five feet (35') of beach.*

3. Article I. Restrictions and Covenants shall add the following language as Section 3.b.:

*"b. No part of any residence, including decks, may be erected or maintained on any of the Lots nearer to the front street right-of-way ("R.O.W.") than set forth hereinabove section 3; excepting Lots 52 through 70, of Phase II, which may be twenty-five (25) feet, nor nearer to the rear Lot line than forty-five (45) feet, nor nearer to the side Lot line than seven (7) feet, with a minimum of thirty five feet (35') of beach. \*Mallard Lake*

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4. Article I. Restrictions and Covenants shall add the following language as Section 9.c.:

*"c. No lawn irrigation equipment shall to draw from the lake for watering lawns."*

5. Article I. Restrictions and Covenants Section 19 shall be deleted in its entirety and replaced with the following:

*"All lot owners must begin construction of their home within twelve (12) months of purchasing the lot. Construction of all Improvements must be completed within twelve (12) months from the date of excavation commencement. If any lot owner has not begun construction within the twelve (12) month period, Declarant may, but shall not be required to, buy the lot back at eighty-five percent (85%) of the original purchase price."*

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 First Amendment to the Declaration of Covenants, Conditions, Restrictions and Easements Of Mallard Landing, effective on the day and year first above written.

Dial - Mallard Lake, Inc., a Nebraska Corporation

By:   
Con Muilenburg, Vice President

STATE OF NEBRASKA )  
                              )ss.  
COUNTY OF DOUGLAS )

On this 28 day of September, 2009, 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 Dial – Mallard Lake, Inc., a Nebraska corporation, executing the foregoing instrument, that the instrument was signed on behalf of the corporation as a member of and for Dial – Mallard Lake, 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.

*Melinda Munk*  
NOTARY PUBLIC IN AND FOR SAID STATE

