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Prepared by & Return to: Michael C. Carter, 11506 Nicholas St., Suite 103, Omaha, NE 68154 (402) 493-2800

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

THIS THIRD AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS is made and entered this 25 day of November, 2014, 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") as amended June 27, 2012* by SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS. * Document #2012062425

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 ECR dated September 28, 2009, to amend the language set forth in Article I; and

WHEREAS, Declarant entered into a Second Amendment to ECR dated June 27, 2012, to amend the language set forth in Article I; and

WHEREAS, Declarant platted the fourth phase in the subdivision on December 11, 2012 and desires to preserve the values and square footage of the current residences of Mallard Lake which shall require modification to the setback requirements of all lots in the entire subdivision which have less than 100 feet of front or lake footage; and

WHEREAS, Declarant and the Association desire to maintain the quality of the lake and require no storm water runoff; and

WHEREAS, Declarant and the Association, for the safety and welfare of the residents, desire to regulate all-terrain vehicles ("ATVs").

WHEREAS, Declarant desires to make a third 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 3.c.:

"c. Notwithstanding Sections 3.a. and 3.b., no part of any residence with front footage to the street less than one hundred (100) feet, including decks, may be erected or maintained on any of the Lots nearer to the front street right-of-way ("R.O.W.") 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 five (5) feet, with a minimum of twenty (20) feet of beach."

2. Article I. Restrictions and Covenants shall add the following language as Section 35:

"In the event weather does not permit the cutting and placement of sod, occupancy shall be permitted provided the owner places and maintains a silt fence on all sides of the property until permanent sod is placed."

3. Article III. Mallard Landing Homeowners' Association shall add the following language as Section 3.1.:

"l. The authority to levy fines on any Owner for any breach of the Declaration of Covenants or rules and regulations set forth herein."

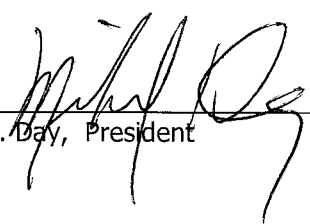
4. Article IV. Mallard Landing Lake Rules and Regulations shall add the following language as Section 2.h.

"h. All all-terrain vehicles ("ATVs") operating in the Mallard Lake Subdivision must comply with all the rules and regulations as established by the City of Valley and the State of Nebraska for the use of ATVs."

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 Third 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: 
Michael L. Day, President

LEGAL DESCRIPTION

Lots One (1) through Twenty (20), MALLARD LAKE PHASE 1, an Addition to the City of Omaha, in Douglas County, Nebraska (0w-23575)

Lots Twenty-Two (22) through Thirty-One (31), Thirty-Four (34) through Thirty-Seven (37) and Forty-One (41) through Forty-Seven (47), MALLARD LAKE PHASE 1 REPLAT 1, an Addition to the City of Omaha, in Douglas County, Nebraska (0w-23576)

Lots One (1) through Three (3), MALLARD LAKE PHASE 1 REPLAT 2, an Addition to the City of Omaha, in Douglas County, Nebraska (0w-23579)

Lots One (1) through Three (3), MALLARD LAKE PHASE 1 REPLAT 3, an Addition to the City of Omaha, in Douglas County, Nebraska (0w-23598)

Lot Forty-Eight (48) and Outlot C, MALLARD LAKE PHASE 2, an Addition to the City of Omaha, in Douglas County, Nebraska (0w-23577)

Lot Twenty-One (21) and Seventy-One (71) through One Hundred Seven (107), Outlot D and Outlot E, MALLARD LAKE PHASE 3, an Addition to the City of Omaha, in Douglas County, Nebraska (0w-23578)

Lot Seventy (70) and One Hundred Eight (108) through One Hundred Twenty-One (121), Outlot F, Outlot G and Outlot H, MALLARD LAKE PHASE 4, an Addition to the City of Omaha, in Douglas County, Nebraska (0w-23581)