

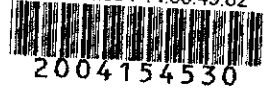


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Received - RICHARD TAKECHI
Register of Deeds, Douglas County, NE
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2004154530

**SECOND AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS
OF MEADOW RIDGE AND SHADOWBROOK**

To be recorded against: Lots 152 thru 222, inclusive, and Lots 225 thru 260, inclusive, and Lots 263 thru 481, inclusive, and Outlots "A," "B," and "C," all in Meadow Ridge; Lots 1 thru 139, inclusive, all in Meadow Ridge Replat One; Lots 1 and 2, in Meadow Ridge Replat 2; and Lots 1 and 2, in Meadow Ridge Replat 3, subdivisions as surveyed, platted and recorded in Douglas County, Nebraska,

THIS SECOND AMENDMENT is made by HEARTHSTONE HOMES, INC., assignee of Declarant's rights, hereinafter referred to as the "Declarant," and made to the Declaration of Covenants, Conditions, Restrictions and Easements of Meadow Ridge and Shadowbrook, a subdivision in Douglas County, Nebraska, dated December 22, 2003 and recorded as Document No. 2003248549 in the Miscellaneous Records of the Register of Deeds of Douglas County, Nebraska on December 29, 2003 (hereinafter referred to as the "Declaration").

PRELIMINARY STATEMENT

Article IV, Paragraph 2 of the Declaration provides that the covenants and restrictions of the Declaration may be amended by the Declarant for a period of 10 years following December 22, 2003.

NOW, THEREFORE, Declarant hereby declares that the Declaration of Covenants, Conditions, Restrictions and Easements of Meadow Ridge and Shadowbrook, a subdivision in Douglas County, Nebraska, dated December 22, 2003 and recorded as Document No. 2003248549 in the Miscellaneous Records of the Register of Deeds of Douglas County, Nebraska on December 29, 2003, should be and hereby are amended in the following manner:

- 1. By deleting therefrom Paragraph 17 of Article I and adding in its place and stead the following:

No structure, carport, detached garage, trailer, basement or tent shall be erected or used on any Lot at any time. Only sheds which do not exceed ten (10') feet wide, twelve (12') feet deep, and eight (8') feet high may be erected on a Lot, so long as materials and colors are similar to those utilized for construction of the single family residence of that same Lot. There shall be no structures, sheds, or any other "out buildings," of any sort on Lots 437 - 442, inclusive, 446 - 448, inclusive, or 459 as located in the Subdivision. The term "out building" refers to any permanent structure of any type outside of a single family residence on a particular Lot. This provision shall not apply to swing sets or swimming pools.

- 2. By adding Paragraph 23 to Article I as follows:

23. All houses on Lots 436 - 443, inclusive, 446 - 447 shall not exceed the height of thirty-five (35') feet, provided that such height restriction shall be as defined by the City of Omaha Zoning and Building Code.

FULLENKAMP, DOYLE & JOBEUN
11440 WEST CENTER ROAD
OMAHA, NEBRASKA 68144-4482

AJH

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3. By adding Paragraph 13 to Article II as follows:

13. Maintenance of the landscape buffer yard on Old Military Road. The Association shall have the obligation for all maintenance, repair, and replacement for the landscape buffer yard that will be installed no later than June 1, 2005 and will be located within the right-of-way on the west side of Old Military Road from Bondesson Circle on the south to the north end of Lot 438, Meadow Ridge, so long as such landscape buffer yard is allowed to remain in the right-of-way by Douglas County. The purpose of the buffer yard is to buffer the Subdivision from real property owned by the Adjacent Neighbors. The Adjacent Neighbors (as defined in Paragraph 1 of Article IV) shall have this specific right to enforce this provision to see that the landscape buffer yard is well maintained and kept in good condition at all times, so long as it is allowed by Douglas County. Any trees or other plantings that die or fall to ill health, shall be immediately replaced, unless such trees and/or other plantings are removed or otherwise not permitted to remain in the right-of-way by Douglas County. The right of way at the intersection of Old Military Road and 156th Street shall be seeded for grass and mowed, shall be well maintained at all times, as long as it remains unused by Douglas County or other public authority with jurisdiction, and shall be an obligation of the Association to maintain as a common area expense. All costs of maintaining, repairing and replacements in the landscape buffer yard identified on Exhibit "A" shall also be an expense of the Association to be assessed as a portion of the common area expenses.

4. By deleting therefrom Paragraph 1 of Article IV and adding in its place and stead the following:
Except for the authority and powers specifically granted to the Declarant, the Declarant or any owner of a Lot, or an Adjacent Neighbor (as specifically defined and provided below), shall have the right to enforce by a proceeding at law or in equity, all reservations, restrictions, conditions and covenants now or hereinafter imposed by the provisions of this declaration to either prevent or restrain any violation or to recover any damages or other dues of such violation. Pursuant to a Settlement Agreement between the Declarant (as developer of the Subdivision) and the Adjacent Neighbors, owners of the real estate identified below shall have the full right to enforce these Restrictive Covenants that apply to the Lots numbered 437 - 442, inclusive, 446 - 448, inclusive, and 459. The right to enforce these Restrictive Covenants include the right to enforce against each individual Owner and Lot as identified herein, as well as to enforce the obligations of maintenance, repair and replacement that the Association may or shall have under the terms of these Restrictions and Covenants. Notwithstanding any provision of these restrictions and covenants or amendments thereto to the contrary, the following paragraphs, as these Restrictions and Covenants apply to Lots number 437 - 442, inclusive, 446 - 448, inclusive, and 459, cannot be changed without written consent, in a recordable form, of each of the Adjacent Neighbors identified as the record owner on the date the written consent is given: Article I, Paragraphs 2 - 8, inclusive, 10, 12 - 15, inclusive, and 23; Article II, Paragraphs 8 and 13. The property belonging to the Adjacent Neighbors is as follows:

1. 15450 Military Road, Bennington, Nebraska: An irregular 239.35' x 304.4' tract east of Military Road and South of Chestnut Drive in the NW 1/4 of the SW 1/4 of Section 23, Township 16, Range 11, all as surveyed, platted and recorded in Douglas County, Nebraska;
2. 15424 Military Road, Omaha, Nebraska: Lot 1, Eipperle Place, all as surveyed, platted and recorded in Douglas County, Nebraska;
3. 9430 Chestnut Drive, Douglas County, Nebraska: Lot 3, Oma-VIEW 1st Addition, an addition all as surveyed, platted and recorded in Douglas County, Nebraska;
4. 9231 Chestnut Drive, Douglas County, Nebraska: Lot 3, Oma-VIEW 1st Addition, an addition all as surveyed, platted and recorded in Douglas County, Nebraska;
5. 9320 Chestnut Drive, Douglas County, Nebraska: Lot 5, Oma-VIEW, an addition all as surveyed, platted and recorded in Douglas County, Nebraska.

Nothing herein contained shall in any way be construed to impose any obligation, of any kind, upon the Developer and/or Declarant or any successor and assigns of the same, any liability, obligation or requirement to enforce this instrument or any of the provisions contained herein. Failure by the Declarant, an Owner or an Adjacent Neighbor to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. Any party bringing action to enforce these covenants shall be indemnified by the party against whom enforcement is sought, for the reasonable costs of the legal action, including reasonable attorney's fees, if the party bringing the action shall be successful in the enforcement action.

All other terms of said Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has caused these presents to be executed this 28th day of October 2004.

HEARTHSTONE HOMES, INC., "Declarant"

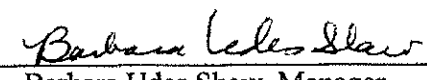
By: _____


John I. Smith, President

Consented to this 28th day of October 2004.

STATE STREET, LLC,

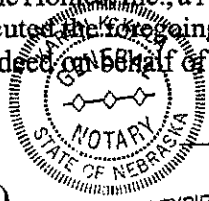
By: _____


Barbara Udes Shaw, Manager

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was signed before me this 28th day of October 2004, by John J. Smith, President of HearthStone Homes, Inc., a Nebraska corporation, to me known to be the identical person named in and who executed the foregoing instrument and acknowledged that he executed the same as his voluntary act and deed ~~on behalf~~ of said corporation.

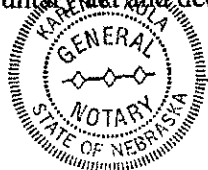
**NOTARIAL SEAL
REGISTER OF DEEDS**



Karen K. Kuea
Notary Public

STATE OF NEBRASKA)
) MY COMMISSION EXPIRES:
) ss. JULY 26, 2005
COUNTY OF DOUGLAS)

The foregoing instrument was signed before me this 28th day of October 2004, by Barbara Udes Shaw, Manager of State Street, LLC, a Nebraska limited liability company, to me known to be the identical person named in and who executed the foregoing instrument and acknowledged that she executed the same as her voluntary act and deed as Manager of said limited liability company.



Karen K. Kuea
Notary Public

MY COMMISSION EXPIRES:
JULY 26, 2005