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2006123701

Clay M. Rogers, #13599
 DWYER, SMITH, GARDNER, LAZER, FEE *26.00* FB *OC-38397*
 POHREN, ROGERS & FORREST
 8712 West Dodge Road, Suite 400 BKP _____ C/O _____ COMP *MB*
 Omaha, NE 68114
 TEL.: 402.392.0101 DEL _____ SCAN _____ FV _____

**SECOND AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS
 AND RESTRICTIONS AND EASEMENTS OF SUNCREST
 TOWNHOMES, A PART OF SUNCREST, A SUBDIVISION IN
 DOUGLAS COUNTY, NEBRASKA**

THIS SECOND AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS and RESTRICTIONS, hereinafter the "Second Amended Covenants," made on the date shown on the close of this instrument, by the party or parties hereto who are, at the close of this instrument, described as "Declarant",

WITNESSETH:

WHEREAS, Declarant, whether one or more, has the right pursuant to the Amended Covenants has a right to amend the Covenants within five (5) years from the filing of the Amended Covenants as to the real property, more particularly described as follows:

**Lots 1 through 22 Replat I, The Thomsen Mile West, as surveyed,
 platted and recorded in Douglas County, Nebraska.**

WHEREAS, Declarant desires to make a second amendment to the Amended "Declaration of Covenants, Conditions, Restrictions and Easements of the Thomsen Mile West, a Subdivision in Douglas County, Nebraska, (Also known as SunCrest - Townhomes)" recorded with the Douglas County Register of Deeds on October 28, 2004 as Instrument No. 2004141358, hereinafter the "Amended Covenants," as set forth herein;

NOW, THEREFORE, Declarant hereby declares that all of the property hereinabove described shall be held, sold and conveyed subject to the amendments of easements, restrictions,

*Elite Management
 19301 Bellbrook Blvd.
 Gretna, Ne. 68028*

✓ 2280

covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, all of said real property and shall be binding on all parties having any right, title or interest in said properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I
Amendment to Covenants

Article II paragraph 1, subsection (b) shall be deleted in its entirety and be amended as follows:

(b) No stable or other shelter for any animal, livestock, fowl or poultry shall be erected, altered, placed or permitted to remain on any Lot, except for one dog house. Dog houses shall only be allowed at the rear of the residence, attached to or immediately adjacent to the residence. No animals, livestock or poultry of any kind shall be raised or kept on any Lot in the Properties, other than non-exotic household pets. No such pet shall be kept, bred or maintained for commercial purposes. No animals, livestock or poultry of any kind shall be raised or kept on any Lot in the Properties, other than household pets, which shall be limited to no more than two (2) dogs and three (3) cats per household. In the event that any household pet exceeds twenty-five (25) pounds in weight, Owner shall be obligated to install a fence. In the event that the pets are all under twenty-five (25) pounds in weight, the pets shall be confined to the Lot by radio-controlled fencing or leashed when outside the residential structure and patio area. All unpleasantries created by the household pet shall be the responsibility of the Owner, and he shall be obligated to clean up after the animal.

Except as amended, modified, altered or deleted herein, the Amended Covenants shall have full force and affect as to the Lots identified herein. Any conflicts between terms and provisions between the Original Covenants, the Amended Covenants and the Second Amended Covenants shall be read and interpreted so as to meet the intentions contained in these Covenants. In the event of irreconcilable conflicts between the Covenants, the Second Amended Covenants shall prevail.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, have executed these Declarations of Covenants, Conditions and Restrictions this 17 day of October, 2006.

SUNCREST TOWNHOME & VILLAS
ASSOCIATION, a Nebraska Non-
Profit Corporation, Declarant

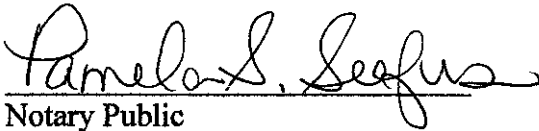
By:


Rick Bergholz, President

STATE OF NEBRASKA)
)SS.
COUNTY OF DOUGLAS)

Before me the undersigned, a notary public, personally came Rick Bergholz, President of SunCrest Townhome & Villas Association, a Nebraska Non-Profit Corporation, to me personally known to be the Declarant, and acknowledged the execution of the above to be his voluntary act and deed on behalf of SunCrest Townhome & Villas Association.

WITNESS my hand and notarial seal this 17 day of October, 2006.


Notary Public

