

BOOK 1008 PAGE 400

**AMENDMENTS, ADDITIONS AND CHANGES TO THE DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS  
OF  
SUNRIDGE II HOMEOWNERS ASSOCIATION**

These Amendments, additions and changes to the Declaration of Covenants, Conditions and Restrictions of Sunridge II Homeowners Association 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 the president and secretary of Sunridge II Homeowners Association,

WHEREAS, Sunridge II Homeowners Association, by and through their members, are owners of certain property in Douglas County, Nebraska more particularly described as follows:

Lots 1 through 15 inclusive, Sunridge Townhomes, as surveyed, platted, and recorded in Douglas Co., Nebraska, and

WHEREAS, all the owners desire to make certain amendments, additions and changes to the Declaration of Covenants, Conditions and Restrictions previously filed hereto at Book 860, page 283 through page 293 as set forth hereinafter.

*Muee 10963X*

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GEORGE J. CIBULKOWICZ  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NE

BK 1008 N 92-246 C/O \_\_\_\_\_ FEE 22.50  
PG 400-402 DEL VP MC KA  
OF MUSE COMP GV F/BMC: 37575

H. Jerome Kinney  
7171 Mercy Rd #220  
Omaha NE 68106

**DECLARATION OF COVENANTS, CONDITIONS, & RESTRICTIONS**  
**SUNRIDGE II HOMEOWNERS ASSOCIATION**  
**ADDITIONS, CHANGES, CONDITIONS, AND RESTRICTIONS**

**Article IX - General Restrictions and other Provisions**

**Section 1**

- (a) No fences or enclosures of any type or nature whatsoever shall ever be constructed, erected, placed or maintained on any Lot within the Properties, unless such fences or enclosures shall have first been authorized in writing by the Association. No clothes line or clothes hangers shall be constructed on any Lot or used on any Lot outside of a building located thereon. No exterior television or radio antennas shall be erected on any Lot within the Properties.
- (c) No noxious, offensive, or illegal activity shall be carried on upon the Properties, nor shall any trash, ashes or other refuse be thrown, placed, or dumped upon any Lot, nor shall anything ever be done which may be or become an annoyance or nuisance to the neighborhood. No outside trash receptacle or incinerator shall be permitted on any Lot.
- (f) The use of private barbecue grills or smokers and the outside use of storage of barbecue grills or smokers on any Lot may be subject to written regulation, restriction, or exclusion by the Association. Outside use and storage of the above shall be restricted to deck or patio only.
- (h) The planting or cultivating of any vegetable garden plot shall be prohibited.
- (i) No mechanical garden or lawn maintenance equipment of any kind shall be stored or permitted to remain outside any dwelling.
- (j) No residence, building, fence, wall, driveway, patio enclosure, swimming pool, dog house, tree house, swing set, trampoline, antenna, satellite receiving station (disc), flagpole, solar heating or cooling device, tool shed, windmill or other external improvement, above or below ground, shall be permanently erected, placed or permitted on any Lot.
- (k) Exterior lighting installed on any Lot shall either be indirect or of such a controlled focus and intensity as not to disturb any other resident; neither shall the premises be used in any way for any purpose which might endanger the health or unreasonably disturb the owner or owners of any Lot or residence thereof.
- (l) No repair of any boat, car, motorcycle, truck, camper or similar vehicle requiring a continuous time period in excess of 24 hours shall be permitted on any Lot at any time; nor shall any vehicle offensive to the neighborhood be visibly stored, parked, or abandoned on any Lot. No unused building material, junk or rubbish shall be left exposed on the Lot except during actual building.

- (m) No boat, camper, trailer, motorcycle, auto-drawn or mounted trailer of any kind, mobile home, truck, aircraft, camper truck, or similar chattel shall be maintained or stored on any part of a Lot (other than in a garage). No motor vehicle shall be parked or stored outside on any Lot except a vehicle driven on a regular basis by the occupant(s) of the dwelling located on each Lot.
- (n) For a duration of 20 years after approval of this declaration, no patio or patio enclosure shall be constructed, erected, placed or permitted to remain on any Lot unless approved by the Architectural Committee.

These additions, changes, and amendments to the Declarations of Article IX, Section 1, were approved by the proper required majority of owners at the Annual Meeting on January 27, 1992.

Sunridge II Homeowners Association

By: Bernard Attuler  
President

Attest: Jean Bailey  
Secretary