

MISC 2014064874



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Received - DIANE L. BATTIATO
 Register of Deeds, Douglas County, NE
 8/20/2014 11:37:46.34



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RETURN TO: BILL LYONS
13216 Wicks Cir
OMAHA, NE 68164
402 212 0787

CHECK NUMBER

Cash

WITNESSETH:

WHEREAS, Owner is the owner of more than ninety percent (90%) of the following described lots:

Lots 1 through 23 inclusive, in Sunridge Addition, a Subdivision in Douglas County, Nebraska, as surveyed, platted and recorded, and the improvements thereon, consisting of 45 individually owned Townhouses.

WHEREAS, the foregoing described lots are subject to a certain Amended and Restated Declaration of Covenants and Conditions and Restrictions Amended in 2003 recorded on Month, day, year as instrument No. 200400044 in the Register of Deeds office of Douglas County, Nebraska (herein the "Declaration of Covenants").

WHEREAS, the owner has the right to amend the Declaration of Covenants pursuant to Article XIII, Section 3 of the Declaration of Covenants because the Owner is owner of not less than ninety percent (90%) of the lots that are affected by the Declaration of Covenants, which Amendment is more particularly hereinafter set forth.

NOW, THEREFORE, it is hereby agreed as follows:

1. Article VI of the Declaration of Covenants shall be deleted in its entirety and replaced with the following language:

ARTICLE VI
ARCHITECTURAL CONTROL

No building, fence, wall, or other structure, including without limitation, any antennae or satellite dish, shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition or change or alteration therein be made, nor shall any trees, or shrubs be planted or maintained upon the properties, until the plans and specifications therefore, showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to and approved in writing, as to harmony of external design and location in relation to surrounding structures and topography, and in relation to other trees, and shrubs and by the Board of Directors of the

Association, or by an architectural committee composed of three (3) or more representatives appointed by said Board of Directors. If said Board, or designated architectural committee, as the case may be, shall fail to either approve or disapprove any such matter so submitted, as hereinabove provided, within thirty (30) days after such plans and specifications shall be deemed to have received approval thereof, and such Owner may proceed in accordance with said plans and specifications.

2. Article VIII, Section 1, Paragraph (a) of the Declaration of Covenants shall be deleted in its entirety and replaced with the following language:

(a) No fence or enclosure 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 first be authorized in writing by the Association. No clothes line or clothes hanger shall be constructed on any Lot or used on any Lot outside of a building located thereon.

3. Article IX of the Declaration of Covenants shall be deleted in its entirety and replaced with the following language:

ARTICLE IX **INSURANCE**

Section 1. Each Lot Owner shall purchase and maintain insurance coverage providing property and casualty insurance on the Lots owned. The insurance coverage on each Lot shall be for an amount equal to full replacement value of the said property. Each Owner shall provide a certificate of such coverage from the insurer to the Association each year. If the Association has any employees, the Association shall purchase and provide workmen's compensation insurance for all employees who may come within the scope of the Nebraska workmen's compensation law. The Association, in addition to the foregoing, shall provide directors and officers liability coverage.

Section 2. In the event that any Owner does not comply with Section 1 of this Article, the Association shall have the right to terminate services otherwise available to said Owner. Benefits that may be terminated include, but are not limited to, those set forth in Article V.

4. Article XII of the Declaration of Covenants shall be deleted in its entirety and replaced with the following language:

ARTICLE XII
RENTAL OF LOTS

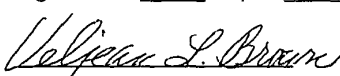
Each lot shall be occupied exclusively by the record title holder of such Lot, except that a Lot may be occupied by the title holder's children or parents. If the record title holder of a Lot is a trust or similar entity for good faith estate planning purposes, such Lot may be occupied by the beneficiary's(-ies) parents or children.

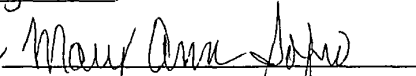
5. Except for the revisions contained in this Amendment all terms, covenants and conditions of the recorded Declaration of Covenants shall remain unmodified and in full force and effect.

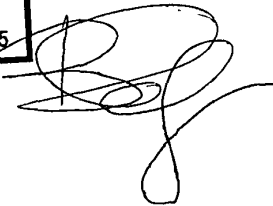
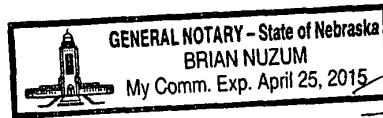
SUNRIDGE HOMEOWNERS ASSOCIATION INC.
13207 MIAMI STREET
OMAHA NE 68164

The undersigned hereby certify that by a vote by written ballot more than seventy five percent (75%) of the property owners in said Association approved the adoption of the attached BY-LAW AMENDMENT NO 1 TO THE AMENDED AND RESTATED BY-LAWS OF THE SUNRIDGE HOMEOWNERS ASSOCIATION INC. (Amended 2003) and AMENDMENT NO 1 TO AMENDED AND RESTATED DECLARATION OF COVENANTS AND CONDITIONS AND RESTRICTIONS (Amended 2003).

Signed this 14 day of August, 2014


Veljean L. Brown, President


Mary Ann Sofio, Secretary



Page 5, of 5

Description of Document Home Owners Association

Acknowledgement

State of Nebraska

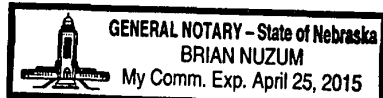
S.S.

County of Douglas

The foregoing instrument was acknowledged before me this

14 day of August, 2014
(month)

by Veljean Brown, Mary Ann Sofia
(printed name of person acknowledged)



[Handwritten Signature]

Notary Public

↑ Affix Official Notary seal here ↓