

BOOK 942 PAGE 334

FIRST AMENDMENT TO DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS

RECEIVED

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GEORGE J. GUGLEWICZ  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NE

This Amendment to the Declaration of Covenants, Conditions and Restrictions is made on the date shown on the close of this instrument by the parties hereto who are described as "Declarants",

W I T N E S S E T H

WHEREAS, Declarants are the owners of certain property in Douglas County, Nebraska, more particularly described as follows:

Lots 1 through 14, inclusive, Skyline Woods, Second Addition, Replat II, as surveyed, platted and recorded in Douglas County, Nebraska and

WHEREAS, the Declaration of Covenants, Conditions and Restrictions dated November 12, 1987, were recorded with the Register of Deeds of Douglas County, Nebraska, on November 13, 1987 at Miscellaneous Book 833, Page 17 ("Declaration"),

WHEREAS, ninety percent (90%) or more of the owners of the lots covered by the Declaration desire to amend the Declaration as set forth herein and have signed this Amendment,

NOW, THEREFORE, Declarants hereby declare that the Declaration is hereby amended as follows:

1. Article V, Exterior Maintenance shall be amended to state as follows:

The Association shall provide exterior maintenance upon each improved Lot which is subject to monthly and special assessments as set forth hereinafter.

Monthly assessments shall be assessed for the following:

(a) Maintain grass lawns except as may be within the confines of any fenced area on any improved lot. The Association shall have no duty to maintain trees, shrubs, or other plantings, other than grass lawn. Each Owner will be responsible for the cost of maintaining trees, shrubs, and other plantings located on his or her Lot, including, but not limited to, the cost of pruning, trimming, fertilizing and replacing the same. The Board of Directors of the Association, or the Architectural Committee and the Maintenance Committee appointed by the Board of Directors of the Association, will monitor all trees, shrubs, and other plantings and if a Owner is not adequately maintaining such trees, shrubs, and other plantings, the Owner will be notified and given thirty (30) days to arrange for the necessary maintenance. If

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the Owner fails to arrange for such maintenance within thirty (30) days, the Board of Directors or the Maintenance Committee will have such maintenance performed and the cost of such maintenance will be added to and become part of the assessment to which such Lot is subject. The Association shall have no duty to repair, replace or maintain any exterior concrete surfaces.

(b) Operation and maintenance of an underground watering system.

(c) Snow removal as to be determined by the guidelines set forth by the Board of Directors.

(d) Optional exterior window cleaning as deemed necessary by the Board of Directors.

Special assessments may be assessed for, but not limited to, the following:

(a) Maintain, repair, and replace roofs.

(b) Maintain, repair, including painting, of all exterior walls, with the exception that the Association shall not assume the duty to repair or replace any glass surfaces, including, but not limited to, window glass and door glass. The Association shall not assume the duty to repair or replace any doors, door openers, and cooling units for air conditions systems. However, the Association shall assume the duty to paint the exterior surfaces of exterior doors.

(c) Maintain, repair, and replace gutters.

Notwithstanding the foregoing, in the event the need for maintenance or repair of any of the foregoing on any improved Lot shall result from the willful or negligent acts of the Owner of any Lot, or of such Owner's family, guests, invitees, or tenants, the cost of such exterior maintenance shall be added to and become a part of the assessment to which such Lot is subject.

2. Article VI, Architectural Control shall be amended to state as follows:

No building, fence, wall or other structure 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, shrubs, or plantings other than a grass lawn 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, shrubs and plantings, 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 its 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 have been submitted, then the Owner submitting such plans and specifications shall be deemed to have received approval thereof, and such Owner may proceed in accordance with said plans and specifications.

3. The Article XIII, General Provisions, Section 3, Amendment, shall be amended to state as follows:

These Declarations may be amended at any time by an instrument signed by the owners of not less than seventy percent (70%) of the Lots then covered by these Declarations.

4. All Articles of the Declaration not herein amended remain in full force and effect.

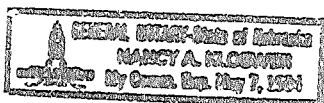
IN WITNESS WHEREOF, the undersigned, being the Declarants herein, have executed this First Amendment to Declaration of Covenants, Conditions and Restrictions this 8th day of OCTOBER, 1990.

Judith H. Atkins  
Judith H. Atkins

John B. Atkins  
John B. Atkins

STATE OF NEBRASKA )  
COUNTY OF Douglas ) ss.

The foregoing instrument was acknowledged before me this 8th day of October, 1990 by John B. Atkins and Judith H. Atkins.



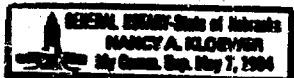
Nancy A. Kloemer  
Notary Public

Nancy D. Basile  
Nancy D. Basile

William K. Basile  
William K. Basile

STATE OF NEBRASKA )  
COUNTY OF Douglas ) SS.

The foregoing instrument was acknowledged before me this 8th  
day of October, 1990 by William K. Basile and Nancy D.  
Basile.



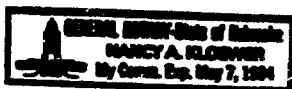
Nancy A. Kloewer  
Notary Public

Nancy E. Lundstrom  
Nancy E. Lundstrom

William G. Lundstrom  
William G. Lundstrom

STATE OF NEBRASKA )  
COUNTY OF Douglas ) SS.

The foregoing instrument was acknowledged before me this 8th  
day of October, 1990 by William G. Lundstrom and Nancy  
E. Lundstrom.

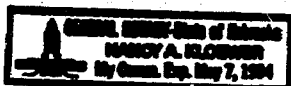


Nancy A. Kloewer  
Notary Public

Patricia A. Maddox  
Patricia A. Maddox

STATE OF NEBRASKA )  
COUNTY OF Douglas ) SS.

The foregoing instrument was acknowledged before me this 8th  
day of October, 1990 by Patricia A. Maddox.



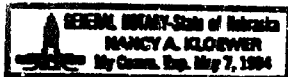
Nancy A. Kloewer  
Notary Public

Dottie M. Olt  
Dottie M. Olt

Charles D. Olt  
Charles D. Olt

STATE OF NEBRASKA )  
COUNTY OF Douglas ) ss.

The foregoing instrument was acknowledged before me this 8th day of October, 1990 by Charles D. Olt and Dottie M. Olt.



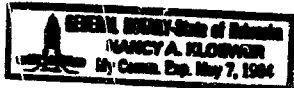
Nancy A. Kloeber  
Notary Public

Lucille A. Siert  
Lucille A. Siert

Ray H. Siert  
Ray H. Siert

STATE OF NEBRASKA )  
COUNTY OF Douglas ) ss.

The foregoing instrument was acknowledged before me this 8th day of October, 1990 by Ray H. Siert and Lucille A. Siert.



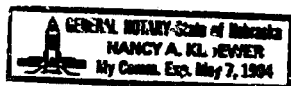
Nancy A. Kloeber  
Notary Public

Eileen B. Zebold  
Eileen B. Zebold

George A. Zebold  
George A. Zebold

STATE OF NEBRASKA )  
COUNTY OF Douglas ) ss.

The foregoing instrument was acknowledged before me this 8th day of October, 1990 by George A. Zebold and Eileen B. Zebold.



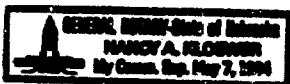
Nancy A. Kloeber  
Notary Public

Georgene M. Jacobsen  
Georgene M. Jacobsen

Daniel R. Jacobsen  
Daniel R. Jacobsen

STATE OF NEBRASKA )  
COUNTY OF Douglas ) ss.

The foregoing instrument was acknowledged before me this 8th day of October, 1990 by Daniel R. Jacobsen and Georgene M. Jacobsen.

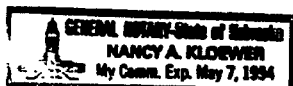


Nancy A. Kloeber  
Notary Public

James Leonard  
James Leonard

STATE OF NEBRASKA )  
COUNTY OF Douglas ) ss.

The foregoing instrument was acknowledged before me this 8th day of October, 1990 by James Leonard.



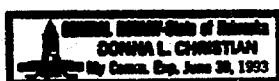
Nancy A. Kloeber  
Notary Public

PRECISION BEARING CO.

By: S. A. Circo  
Its Chairman of the Board

STATE OF NEBRASKA )  
COUNTY OF DOUGLAS ) ss.

The foregoing instrument was acknowledged before me this 23rd day of October, 1990 by S. A. CIRCO Chairman of the Board of Precision Bearing Co., a Nebraska corporation, on behalf of the corporation.



Donna L. Christian  
Notary Public

NORWEST BANK, NEBRASKA N.A.,  
TRUSTEE UNDER THE ALMA T. BAUM  
REVOCABLE TRUST AGREEMENT DATED  
JUNE 11, 1987

By: Richard H. Allen  
Its VICE PRESIDENT

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this 10  
day of September, 1990 by Richard H. Allen,  
Vice President of Norwest Bank, Nebraska N.A., Trustee.



Lillian McDougall  
Notary Public