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**SECOND AMENDMENT TO DECLARATION  
 FOR SOUTH SHORE HEIGHTS, A SUBDIVISION  
 IN DOUGLAS COUNTY, NEBRASKA**

This Second Amendment to Declaration is made on the date hereinafter set forth by the South Shore Heights Homeowners Association, hereinafter referred to as the "Declarant".

**PRELIMINARY STATEMENT**

By Declaration for South Shore Heights, a Subdivision in Douglas County, Nebraska, dated August 14, 1986, and recorded at Book 785, Page 525 through 529 of the Miscellaneous Records of the Register of Deeds of Douglas County, Nebraska, and as amended February 24, 1987, and recorded at Book 805, Page 382 of the Miscellaneous Records of the Register of Deeds of Douglas County, Nebraska (herein referred to as the "Declaration"), Declarant subjected the following described lots to restrictions, covenants, conditions and easements:

Lots 1 through 227, inclusive, South Shore Heights, a Subdivision, as surveyed, platted and recorded in Douglas County, Nebraska.

Article IV, Section 2 of the Declaration provides as follows:

The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded. This Declaration may be amended by Declarant or any person, firm, corporation, partnership, or entity designated in writing by Declarant, in any manner which it may determine in its full and absolute discretion for a period of eight (8) years from the date hereof. Thereafter this Declaration may be amended by an instrument signed by the owners of not less than seventy-five percent (75%) of the Lots covered by this Declaration.

The undersigned Owners do hereby substitute, amend and restate the Declaration in the following particulars:

1. The undersigned Owners do hereby restate and substitute for Article IV, Section 2, the following amendment:

The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Second Amendment to the Declaration is recorded. The Declaration and any amendments shall automatically continue for successive periods of twenty (20) years unless an instrument is signed by owners representing seventy-five percent (75%) of the Lots to discontinue the Redeclaration of Covenants. This Declaration may be amended by an instrument signed by owners of not less than seventy-five percent (75%) of the Lots covered by this Declaration.

2. The undersigned Owners do hereby restate and add to the covenants the following paragraph as Article V, Section 1:

Each Lot covered by this Declaration shall be subject to the Bylaws of the South Shore Heights Homeowners Association, a not for profit corporation. Specifically, but not with limitation, each Lot owners shall be bound to pay Association dues which shall be a lien against the Property which the Association may foreclose after being thirty (30) days past due. Association dues shall be assessed annually, once a year. Association dues shall begin at \$40.00 annually, and may be increased (or decreased) by a vote of the Homeowners' Association's Officers' Board. Association dues increases will be limited to a maximum of 5% of the current dues, or \$10.00 (whichever amount is lower) annually thereafter. The South Shore Heights Homeowners' Association shall be reimbursed for any legal costs or fees associated with the collection of Association dues.

Return: HARRY W. ALLEN  
4771 S. 167TH  
OMAHA, NE 68135

3. The Owners do hereby restate and substitute for Article I, Section 4, the following amendment:

The exposed front foundation wall as well as any foundation wall facing a street of all main residential structures must be constructed of or faced with brick or stone or stucco or other approved material. All exposed side and rear concrete or concrete block foundation walls not facing a street must be painted. All driveways must be constructed of concrete, brick, paving stone or laid stone. No asphalt overlays shall be permitted. All foundations shall be constructed of concrete, concrete blocks, brick or stone. Fireplace chimneys shall be covered with brick, or other material approved in writing by the Association. Unless other materials are specifically approved by the Association, the roof of all Improvements shall be covered with either wood shingles, or laminated fiberglass-asphalt shingles. Any fiberglass-asphalt shingle used must have a Class "A" UL Fire Rating, must possess a 50 year warranty, and must be of a sculptured, three-dimensional depth and texture, so as to provide shadow lines similar to the visual depth of wood shingles. Traditional flat asphalt shingles shall be strictly prohibited. No solid or bright colors, such as red or green, shall be permitted. Fiberglass-asphalt shingles shall be muted grays or browns containing several shades within the basic color. All non-wood shingle roof plans, including samples of the shingles to be used, must first be submitted to the Association for approval.

4. The undersigned Owners do hereby restate and substitute for Article I, Section 10, the following amendment:

Exterior lighting installed on any Lot shall either be indirect or of such a controlled focus and intensity as not to disturb the residents of adjacent lots. No fence shall be permitted to extend beyond the front line of a main residential structure unless written approval is first obtained from the Association. Fences are to be constructed only of wood, vinyl, or wrought iron. Wood and vinyl fences shall be a maximum of 72" high, and of either a "picket" or "privacy" style. Wooden fence colors other than natural wood or white, and vinyl fence colors other than white must be submitted to the Association for approval. All wrought iron fence designs must be submitted to the Association for approval. No wire or chain-link fences shall be permitted. No hedges or mass planted shrubs shall be permitted more than ten (10) feet in front of the front building line. All produce or vegetable gardens shall be maintained only in rear yards.

5. The undersigned Owners do hereby restate and substitute for Article I, Section 3, the following amendment:

No residence, building, fence, wall, driveway, patio, patio enclosure, rock garden, swimming pool, tennis court, dog house, tree house, antenna, satellite and receiving dish, flag pole, solar heating or cooling device, tool shed, wind mill, wind generating equipment, or other external improvement, above or below the ground (herein all referred to as any "Improvement") shall be constructed, erected, placed or permitted to remain on any Lot, nor shall any grading or excavation for any improvement be commenced, except for Improvements which have been approved as follows:

- i. An owner desiring to erect an Improvement shall deliver two sets of construction plans, landscaping plans and plot plans (herein collectively referred to as the "plans") to the Declarant. Such plans shall reflect the type of structure, quality and use of exterior materials, exterior design, exterior color or colors, and location of the structure proposed for the list. Concurrent with the submission of the plans, Owner shall notify the Declarant of the Owner's mailing address.
- ii. The Declarant shall review such plans in relation to the type and exterior of Improvements constructed, or approved for construction, on neighboring Lots and in the surrounding area, and any general scheme or plans formulated by the Declarant. In this regard, Declarant intends that the Lots shall form a developed residential community with homes constructed of high quality materials consistent with the Preliminary Statement and this Declaration. If the Declarant determines that the proposed Improvement will not protect and enhance the integrity and character of all the Lots and neighboring Lots as a quality residential community, the Declarant may refuse approval of the proposed Improvement.
- iii. Written notice of any approval of a proposed Improvement shall be mailed to the Owner at the address specified by the Owner upon submission of the plans or hand delivered. Such notice shall be mailed or delivered within thirty (30) days after the date of submission of the

plans. If written notice of approval is not mailed or delivered within such period, the proposed Improvement shall be deemed refused by the Declarant.

iv. The decision to approve or refuse approval of a proposed Improvement shall be exercised by the Declarant through the Declarant to protect the values, character and residential quality of all Lots. However, no Lot owner, or combination of Lot owners, or other person or persons shall have any right to contest any action by the Declarant, or to control, direct or influence the acts of the Declarant or the Declarant with respect to any proposed Improvement. No responsibility, liability, or obligation shall be assumed by or imposed upon Declarant or the Declarant by virtue of the authority granted to the Declarant in this Section, or as a result of any act or failure to act by the Declarant with respect to any proposed Improvement.

6. The Declaration is in all other matters ratified and affirmed.

The Declarant has executed this Second Amendment to Declaration as of this 16<sup>TH</sup> day of March, 2006.

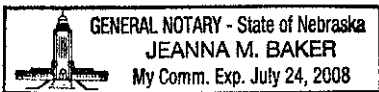
South Shore Heights Homeowners Association

By Harry W. Allen  
Harry W. Allen, President

By Lori M. Moody  
Lori M. Moody, Secretary

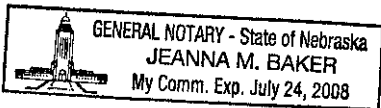
STATE OF NEBRASKA )  
                                  ) SS.  
                                  )

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of March, 2006, by Harry W. Allen, President, on behalf of the South Shore Heights Homeowners Association.



Jeanna M. Baker  
Notary Public

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of March, 2006, by Lori M. Moody, Secretary, on behalf of the South Shore Heights Homeowners Association.



Jeanna M. Baker  
Notary Public