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**THIRD AMENDMENT TO DECLARATION
 OF COVENANTS, CONDITIONS, RESTRICTIONS
 AND EASEMENTS OF WEST SHORES, A SUBDIVISION
 IN DOUGLAS COUNTY, NEBRASKA**

THIS THIRD AMENDMENT to the Declaration of Covenants, Conditions, Restrictions and Easements of West Shores, a Subdivision in Douglas County, Nebraska, dated February 15, 2001, and recorded on February 22, 2001 in Book 1370 at Pages 1-16 of the Miscellaneous Records of the Register of Deeds of Douglas County, Nebraska as amended by the First Amendment to the Declaration of Covenants, Conditions, Restrictions and Easements of West Shores, a Subdivision in Douglas County, Nebraska dated October 9, 2001 and recorded on October 11, 2001 in Book 1402 at Pages 643-646 of the miscellaneous records of the Register of Deeds of Douglas County, Nebraska, and amended by the Second Amendment to Declaration of Covenants, Conditions, Restrictions and Easements of West Shores, a Subdivision in Douglas County, Nebraska, dated November 21, 2002 and recorded on January 23, 2003 in Book 1488 at Pages 454-456 of the miscellaneous records of the Register of Deeds of Douglas County, Nebraska (together the "Declaration"), is made on the date shown on the close of this instrument, by Century Development Company, L.L.C., a Nebraska limited liability company, who is the owner of lots within the West Shores Subdivision and who is the Declarant under the Declaration.

WITNESSETH:

WHEREAS, Declarant is the owner of lots within the West Shores Subdivision and is the Declarant under the Declaration, and has the right to amend the Declaration under Article V of the Declaration; and

WHEREAS, Declarant desires to amend the Declaration and make the Property subject to the following amendment to the covenants, conditions, restrictions and easements set forth in the Declaration; and

Return to: James E. Lang of Laughlin, Peterson & Lang, 11718 Nicholas Street, Suite 101 Omaha, Nebraska 68154

WHEREAS, this Third Amendment to the Declaration shall apply to all of the lots within the West Shores Subdivision which are subject to the Declaration, which are described as follows:

Lots 1 through 242 and 246 through 294 in West Shores, a Subdivision in Douglas County, Nebraska (the "Property").

NOW, THEREFORE, Declarant hereby declares that all of the Property hereinabove described shall be held, sold and conveyed subject to the following amendment to the easements, restrictions, covenants and conditions set forth in the Declaration and as amended herein, for the purpose of protecting the value and desirability of, and which shall run with all of said Property, and shall be binding on all parties having any right, title or interest in said Property or any part thereof, and their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

The Declaration is amended as follows:

1. Article I, subparagraph 15 shall be amended in its entirety to read as follows:

15. All fences and landscaping must be approved by the (DRB) or its assigns. Fence types not allowed are wood or chain link. Fence types allowed are iron, metal, or PVC. Fences are allowed only on side yards from the front dwelling line to no nearer than 75 feet from the rear lot line, except for fences which are installed to enclose an in ground swimming pool (the "Pool Fence") which is constructed on the lot and which Pool Fence and the related pool improvements shall be subject to the following requirements:

- (a) Pool Fences are allowed to extend only on the side yards from the point 75' from the rear lot line which is the point of the existing permitted fence line under this subparagraph along the side yard to a point no nearer than 50' from the rear lot line, however, the DRB shall have the right in its sole discretion to approve a side yard Pool Fence at a location between the side yard and up to a distance 15' from and parallel to such side yard, depending on the plan. The retaining wall to the rear of the pool can be no higher than 36" and shall be a "non-climbable" retaining wall. Where necessary, the appropriate fence, for safety purposes, shall be installed at the top of the retaining wall which fence height and materials shall be subject to the provisions of this subparagraph.

- (b) The only type of fencing allowed for the Pool Fence from the point 75' from the rear lot line to 50' from the rear lot line is a non-privacy wrought iron or similar PVC fencing approved by the DRB.
- (c) No fence of any type will be allowed nearer than 50' from the rear lot line.
- (d) Concrete, brick and stone piers and metal/PVC fence posts are allowed within the area from 75' from the rear lot line to 50' from the rear lot line, however, such concrete, brick and stone piers and metal/PVC fence posts can have a width no larger than two feet by two feet, be no closer than 10 feet apart and have a height of not more than six feet.
- (e) A maximum height of the fence within the area from 75' from the rear lot line to 50' from the rear lot line shall be a 72" high fence.
- (f) Any permanent structure that is around the in ground pool or pool deck can be no taller than 36" from the ground level (i.e. pool ladders, diving boards, fountains, water falls, shrubs, or planted pots).
- (g) The fencing to the rear of the pool can be no closer than 50' from the rear lot line and together with the retaining wall, cannot be any higher than 72", which fence shall also meet the same material and approval requirements of the Pool Fence described in this subparagraph.
- (h) The closest the pool can be from the side yard lot line is 20' and from the rear lot line is 60'.
- (i) All pools must have a leak detection device or a monitoring well installed to detect any pool leaks. No pool can be drained through the residential grinder system, nor to the lake, street, storm sewer or drainage ditch. The property owner must drain the pool by using a tank truck.
- (j) Prior to constructing the in ground pool, the owner must first deliver two (2) sets of construction plans, landscaping plans and site

plans with the grade elevations to the DRB pursuant to Article I, Paragraph 2 of the Declaration for approval. The plans must show the pool location, pool fence, retaining wall, landscaping and all improvements related to the pool along with a description of the materials used, the dimensions of all improvements and the location of all improvements. An example of an in ground pool plan consistent with these requirements is attached hereto as Exhibit "A".

2. Except as otherwise amended herein, all of the terms and conditions of the Declaration, as previously amended, shall remain in full force and effect as stated.

IN WITNESS WHEREOF, the undersigned, being the owner of all of the Property and being the Declarant, hereby adopts this first amendment to the Declaration for the Property described herein on this 8th day of September, 2005.

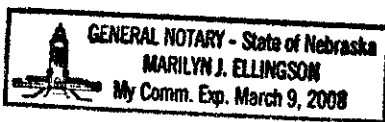
CENTURY DEVELOPMENT COMPANY, L.L.C.,
a Nebraska limited liability company,

By: F & J Enterprises, Inc., a Nebraska corporation,
its sole member,

By: Frank R. Krejci
Frank R. Krejci, President

STATE OF NEBRASKA)
)ss:
COUNTY OF DOUGLAS)

On this 8th day of September, 2005, before me, the undersigned, a Notary Public in and for the State of Nebraska, personally appeared Frank R. Krejci, to me personally known, who being by me duly sworn, did say that he is the President of F & J Enterprises, Inc., a Nebraska corporation, which is the sole member of Century Development Company, L.L.C., a Nebraska limited liability company, executing the foregoing instrument, that the instrument was signed on behalf of the corporation as a member of and for Century Development Company, L.L.C., a Nebraska limited liability company by authority of the limited liability company, and its member and that he as the officer acknowledged execution of the instrument to be the voluntary act and deed of the Corporation and the limited liability company by it and by the officer voluntarily executed.



Marilyn J. Ellingson
Notary Public in and for said State

NOTE: THE ONLY TYPE OF FENCING ALLOWED BEYOND THE 75'-0" BUILDING SETBACK LINE WILL BE A NON-PRIVACY WROUGHT IRON OR SIMILAR PVC FENCING AS APPROVED BY THE DRB

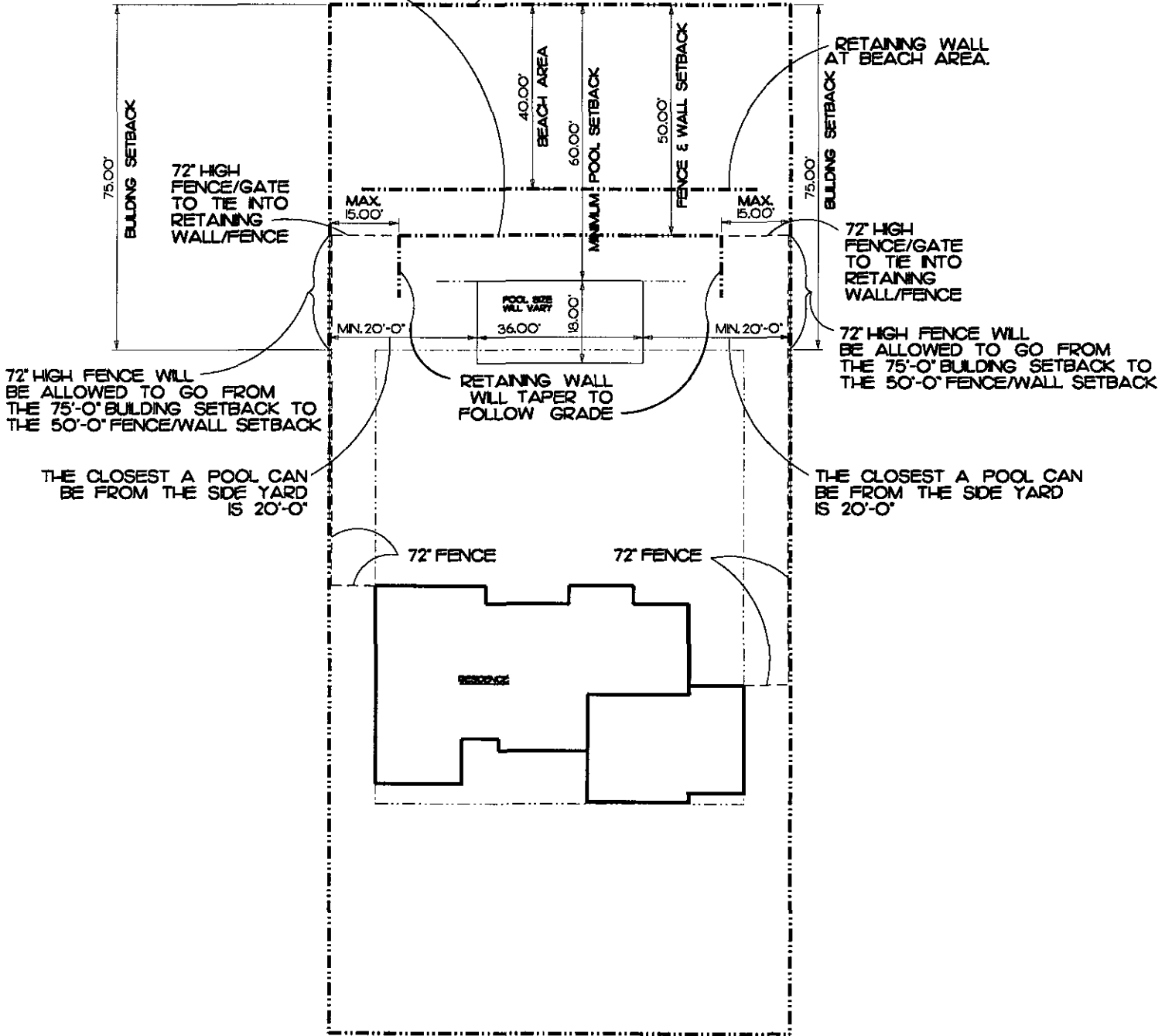
ANY PERMANENT STRUCTURE THAT IS AROUND A POOL OR POOL DECK CAN BE NO TALLER THAN 36" FROM THE GROUND (I.E. POOL LADDERS, DIVING BOARDS, FOUNTAINS, WATERFALLS, SHRUBS OR POTTED PLANTS. THIS IS TO HELP IN MAINTAINING VIEWS OF THE LAKE FROM ADJACENT LOTS.

NO FENCE OF ANY TYPE WILL BE ALLOWED TO GO BEYOND A SETBACK LINE OF 50'-0" FROM THE REAR LOT LINE

NO CONCRETE/BRICK/STONE PIERS ARE ALLOWED CLOSER THAN THE 75'-0" BUILDING SETBACK. ONLY THE METAL/PVC FENCE POSTS WILL BE ALLOWED.

36" FENCE W/ NON-Climbable WALL BELOW TO MEET REQUIREMENTS FOR POOL ENCLOSURES

NOTE: IF REAR LOT LINE IS CURVED, THEN ALL SETBACKS ARE TO FOLLOW CURVE



WEST SHORES INGROUND POOL
NO SCALE