

SECOND AMENDMENT

TO

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS SECOND AMENDMENT to Declaration of Covenants, Conditions and Restrictions made on the date hereinafter set forth by BYRON REED COMPANY, INC., a Nebraska corporation, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the sole owner of certain properties which are more particularly described as:

Lots 300 through 325, inclusive, and Outlots 1 through 4, inclusive, all in Woodhaven Replat II, a subdivision in Douglas County, Nebraska, being a replat of Lot 267, Woodhaven, a subdivision,

and

WHEREAS, Declarant did execute on the 12th day of July, 1977, a certain DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (hereinafter referred to as "Declaration") pertaining to and made binding upon said above described properties according to the terms and provisions thereof, and said Declaration was recorded on the 18th day of July, 1977, in Book 583 at Pages 727 to 734, inclusive, of the Miscellaneous Records in the Office of the Register of Deeds for Douglas County, Nebraska, and

WHEREAS, Declarant did on the 34th day of October, 1977, execute a FIRST AMENDMENT BY ADDENDUM (hereinafter called "First Amendment") to said Declaration, which said First Amendment was recorded on the 2d day of November, 1977, in Book 588 at Pages 691 to 692, inclusive, of said Miscellaneous Records, and

WHEREAS, Declarant now desires to amend said Declaration and First Amendment by this Second Amendment thereto:

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following additional restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof, to-wit:

1. The following subparagraphs of Section 3, Use Restrictions of Article II of said Declaration, are herewith wholly amended to provide as follows:

- g) No towers or antennas of any kind, regardless of whether used for the purpose of radiating or receiving radio, shortwave radio, television or other communication media waves or signals, shall be installed or maintained on any Lot, or on the roof of any building constructed on any Lot; provided, however, that television antennas may be installed within the interior of private dwellings if same are totally

excluded from exterior view. No playground equipment of any kind, such as, but not limited to swings, slides, plastic or other type swimming pools, basketball hoops, will be installed or maintained on any Lot, other than in a location out of public view and more than twenty feet to the rear of the front line of the residence.

- h) No excess or unused building material or materials will be kept, stored, or otherwise maintained on any Lot in a location within public view, other than for uses connected and coterminous with approved or permitted construction; and no junk, rubbish, waste material, or other refuse will be abandoned, stored, or otherwise maintained on any Lot. No fences of any kind may be constructed on any Lot, nor on the boundary lines between any two or more Lots; provided, however, that a wooden patio fence may be constructed if construction of same has received the prior written approval thereof required by ARTICLE V of said Declaration. No gardens of any kind, whether vegetable, rock or flower gardens, shall be permitted on any of said Lots at any time.
- j) No birds, livestock, poultry, or animals other than domesticated noncommercial pets will be bred, kept, or otherwise maintained on any Lot. With reference to canine and/or feline pets, in no event shall an Owner have, keep or maintain on a Lot at any one time more than a total of two such pets, regardless of whether both are dogs, or both are cats, or one of each. No birdhouses of any kind shall be constructed or maintained on any Lot, either as free-standing structures, or attached to the exterior of any private dwelling.

2. Section 1 and Section 4 of ARTICLE IV of said Declaration are herewith wholly amended to provide as follows:

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each lot owned within the Properties, hereby covenants, and each Owner of any lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. All subsequent purchasers shall take title subject to said lien and shall be bound to inquire of the Association as to the amount of any unpaid assessments.

Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 4. Annual Assessment Determination. The Board of Directors of the Association will fix the annual assessment or charges at an amount sufficient to meet the needs of the Association for the purposes described herein. Said Board of Directors has the authority and discretion to levy annual assessments or charges against the vacant Lots in lesser amounts than the assessments or charges levied against the Lots upon which a dwelling has been constructed.

3. All provisions of this Second Amendment to said Declaration are hereby declared to be in addition and/or in amendment to the provisions of said Declaration and First Amendment thereto and made a part thereof, and are to be in force for the same period of time and enforced in the same manner as set forth in the Declaration for the covenants, conditions and restrictions therein contained. Except as herein expressly amended, modified or changed, all provisions, covenants, conditions, restrictions and easements contained in said Declaration and First Amendment thereto shall be and remain in full force and effect.

EXECUTED this 15th day of December, 1977.

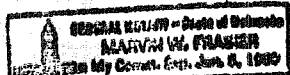
BYRON REED COMPANY, INC.,
Declarant

By: Charles E. Peterson
President

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

On the date last-above written before me, the undersigned, a Notary Public in and for said County, personally came CHARLES E. PETERSON, JR., President of BYRON REED COMPANY, INC., (a corporation), to me personally known to be the President and the identical person whose name is affixed to the above Second Amendment to Declaration of Covenants, Conditions and Restrictions, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation, and that the Corporate Seal of the said corporation was thereto affixed by its authority.

WITNESS my hand and Notarial Seal at Omaha in said County on the date last-above written.



Marvin W. Flaxman
Notary Public

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