

DECLARATION
FOR SOUTH SHORE HEIGHTS, A SUBDIVISION
IN DOUGLAS COUNTY, NEBRASKA

THIS DECLARATION, is made by FOC-BA JOINT VENTURE, a joint venture organized under the laws of the Nebraska Uniform Partnership Act, hereinafter referred to as the "Declarant", by GREENSBORO INVESTMENT CO., a Nebraska corporation, Joint Venturer.

PRELIMINARY STATEMENT

The Declarant is the owner of certain real property located within Douglas County, Nebraska and described as follows:

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

Such lots are herein referred to collectively as the "Lots" and individually as each "Lot".

The Declarant desires to provide for the preservation, protection and enhancement of the values and amenities of such community and for the maintenance of the character, value, desirability, attractiveness and residential integrity of the Lots.

NOW, THEREFORE, the Declarant hereby declares that each and all of the Lots shall be held, sold and conveyed subject to the following restrictions, covenants, conditions and easements, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Lots. These restrictions, covenants, conditions and easements shall run with such real estate and shall be binding upon all parties having or acquiring any right, title or interest in each Lot, or any part thereof, as is more fully described herein. The Lots, and each Lot, is and shall be subject to all and each of the following conditions and other terms:

ARTICLE I.
RESTRICTIONS AND COVENANTS

1. Each Lot shall be used exclusively for single family residential purposes and for no other purpose.

2. The finished and enclosed living area of residential structures, exclusive of porches, breezeways, basements and garages, shall be not less than the following minimum sizes:

1,200 square feet on the ground floor for any single story ranch type house, not having a basement garage.

1,300 square feet on the main floor of any one-story house which as a basement garage plan or a split-entry design.

1,200 square feet on the main floor of any one and one-half story house.

1,800 square feet above the basement level of any two-story house.

1,600 square feet throughout the house in any bi-level, tri-level, or split-level house.

For each residential structure there must be erected a private garage for not less than two (2) cars, (each car stall to be a minimum size of ten feet by twenty-one feet).

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There shall not be constructed or erected on any two adjoining lots any dwelling having the same, or substantially the same, front elevations unless authorized as hereinafter provided.

3. For a period of fifteen years after the filing of this Declaration, 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 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 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 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.

4. All exposed foundation walls of all structures must be constructed of or faced with brick or simulated brick or stone. All driveways must be constructed of concrete, brick, paving stone, asphalt or laid stone. All interior or nonexposed foundations shall be constructed of concrete, concrete blocks, brick or stone. Fireplace chimneys shall be constructed of clay, stone or concrete masonry. The exterior of all such fireplace chimneys shall be covered with brick or stone. All roofs shall be constructed with wood shingles.

5. No advertising signs, billboards, unsightly objects or nuisances shall be erected, placed or permitted to remain on any Lot except one sign per Lot consisting of not more than six (6) square feet advertising a lot as "For Sale"; nor shall the premises be used in any way for any purpose which may endanger the health or unreasonably disturb the owner or owners of any Lot or any resident thereof. Further, no retail business activities of any kind whatsoever shall be conducted on any Lot. Provided, however, the foregoing paragraph shall not apply to the business activities, signs and billboards or

the construction and maintenance of buildings, if any, by Declarant, its agents or assigns, during the construction and sale of the Lots.

6. No exterior television antennas, broadcasting or receiving electronic equipment, or radio antenna of any sort shall be permitted on any Lot.

7. No repair of any boats, automobiles, motorcycles, trucks, campers or similar vehicles requiring a continuous time period in excess of forty-eight (48) hours shall be permitted on any Lot at any time; nor shall vehicles offensive to the neighborhood be visibly stored, parked or abandoned on any Lot. No unused building material, junk or rubbish shall be left exposed on any Lot except during actual building operations, and then only in as neat and inconspicuous a manner as possible.

8. No boat, camper, trailer, auto-drawn or mounted trailer of any kind, mobile home, truck exceeding a three quarter ton weight registration, aircraft, camper truck, recreation vehicle ("RV") or similar chattel shall be maintained or stored on any part of a Lot (other than in an enclosed structure). No motor vehicle may be parked or stored outside on any Lot, except vehicles driven on a regular basis by the occupants of the dwelling located on such Lot. No grading or excavating equipment, airplanes, tractors or semi-tractors/trailers shall be stored, parked, kept or maintained in any yards, driveways or streets. However, this restriction shall not apply to trucks, tractors or commercial vehicles which are necessary for the construction of Improvements during the period of construction.

9. No outside trash or garbage pile, burner, receptacle or incinerator shall be erected, placed or permitted on any Lot. No garden, lawn, snow removal or maintenance equipment of any kind whatsoever shall be stored or permitted to remain outside of any dwelling or suitable storage facility, except when in actual use. Lots shall be maintained free of trash and debris. No clothes line shall be permitted outside of any dwelling at any time except one umbrella-type clothes line per Lot.

10. 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 Declarant. 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.

11. Construction of residential structures or any other Improvements shall be completed and finished within one (1) year from the date of commencement.

12. A public sidewalk shall be constructed of concrete four (4) feet wide by four (4) inches thick in front of each built upon Lot and upon the street side of each built upon corner Lot. The sidewalk shall be placed five (5) feet back of the street curb line and shall be constructed by the owner of the Lot prior to the time of completion of the main structure and before occupancy thereof.

13. No stable or other shelter for any animal, livestock, fowl or poultry shall be erected, altered, placed or permitted to remain on any Lot, except that a dog house constructed for one (1) dog shall be permitted; provided always that the construction plans, specifications and the location of the proposed structure have been first approved by the Declarant if required by this Declaration. Dog runs and dog houses shall only be allowed at the rear of the building, concealed from public view.

14. Any exterior air conditioning condenser unit shall be placed in the rear yard or any side yards so as not to be visible from general public view. No grass, weeds or other vegetation will be grown or otherwise permitted to commence or continue, and no dangerous, diseased or otherwise objectionable shrubs or trees will be maintained on any Lot so as to constitute an actual or potential public nuisance, create a hazard or undesirable proliferation, or detract from a neat and trim appearance. Vacant Lots shall not be used for

dumping of earth or any waste materials, and no vegetation on vacant Lots shall be allowed to reach a height in excess of eight (8) inches.

15. No structure of a temporary character, trailer, tent, outbuilding, barn or shack shall be used as a residence, either temporarily or permanently. No structures, dwellings, or modular housing improvements shall be moved from outside South Shore Heights to any Lot.

ARTICLE II.
EASEMENTS

A perpetual license and easement is hereby reserved in favor of and granted to Omaha Public Power District, Northwestern Bell Telephone Company, Metropolitan Utilities District, the City of Omaha, Nebraska, and Sanitary and Improvement District No. 332 of Douglas County, Nebraska, their successors and assigns, to erect and operate, maintain, repair and renew buried or underground sewers, water and gas mains and cables, lines or conduits and other electric and telephone utility facilities for the carrying and transmission of electric current for light, heat and power and for all telephone and telegraph and message service over, through, under and upon an eight foot (8') wide strip of land adjoining the rear lines and a five foot (5') wide strip adjoining the side boundary lines of the Lots; this license is being granted for the use and benefit of all present and future owners of these Lots; provided, however, that the side Lot line easement is granted upon the specific condition that if such utility companies fail to construct such facilities along any of said side Lot lines within twenty-four (24) months of date hereof, or if any such facilities are constructed but are thereafter removed without replacement within sixty (60) days after their removal, then this sideline easement shall automatically terminate and become void as to such unused or abandoned easementways. No permanent buildings, trees, retaining walls or loose rock walls shall be placed in the easementways but same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the aforementioned uses or rights granted herein. All such utility service lines from property line to dwelling shall be underground.

Other easements are provided for in the final plat of South Shore Heights which is filed in the Register of Deeds of Douglas County, Nebraska (Book 1774 Page 370).

ARTICLE III.
NOTICE OF POTENTIAL TELEPHONE FACILITIES CHARGE

In the event that ninety percent (90%) of all Lots within the South Shore Heights Subdivision are not improved within five (5) years from the date that Northwestern Bell Telephone Company shall have completed its distribution system and filed notice of such completion ("Five Year Term") then such unimproved Lot shall be subject to a charge of Four Hundred Fifty Dollars (\$450.00). A Lot shall be considered as unimproved if construction of a permanent structure has not commenced on a Lot. Construction shall be considered as having commenced if a footing inspection has been requested on the Lot in question by officials of the City or other appropriate governmental authority.

Should such charge be imposed by Northwestern Bell Telephone Company or its successors and remain unpaid, then such charge may draw interest at the rate of twelve percent (12%) per annum commencing after the expiration of sixty (60) days from the time all of the following events shall have occurred: (1) expiration of the Five Year Term, and (2) each owner of record is sent a written statement of charge for Four Hundred Fifty Dollars (\$450.00) for each unimproved Lot.

ARTICLE IV.
GENERAL PROVISIONS

1. The Declarant or any owner of a Lot named herein shall have the right to enforce by a proceeding at law or in equity, all reservations,

restrictions, conditions and covenants now or hereinafter imposed by the provisions of this Declaration either to prevent or restrain any violation or to recover damages or other dues of such violation. Failure by the Declarant or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

2. 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.

3. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions hereof which shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has caused these presents to be executed this ___ day of June, 1986.

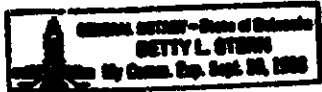
FOC-BA JOINT VENTURE, a joint venture organized under the laws of the Nebraska Uniform Partnership Act, By GREENSBORO INVESTMENT CO., a Nebraska Corporation, Joint Venturer

By John C. Allen
John C. Allen, Vice-President

ATTEST:
[Signature]
Secretary

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 12th day of August, 1986, by JOHN C. ALLEN, Vice-President of GREENSBORO INVESTMENT CO., a Nebraska Corporation, Joint Venturer on behalf of Foc-Ba Joint Venture, a joint venture.



Betty L. Stern
Notary Public

CERTIFICATE

The undersigned, E. Jeffrey Allen, hereby certifies that he is the duly elected and acting Secretary of Greensboro Investment Co., a Nebraska corporation, and as such Secretary is charged with and has custody of the formal corporate records of Greensboro Investment Co. The undersigned does further certify that the attached is a true and complete copy of certain Resolutions adopted by the Board of Directors of Greensboro Investment Co. on July 8, 1986: that such Resolutions have not been modified, revoked, or otherwise amended, and that such Resolutions are in full force and effect as of the date of this Certificate. The undersigned further certifies that the following are the current duly elected officers of Greensboro Investment Co.:

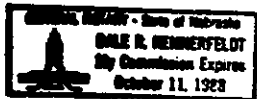
President	Bert P. Allen
Vice President and Treasurer	John C. Allen
Secretary	E. Jeffrey Allen

IN WITNESS WHEREOF, I have hereunto set my hand this 17 day of July, 1986.

E. Jeffrey Allen
Secretary

STATE OF NEBRASKA)
) ss.:
COUNTY OF DOUGLAS)

The foregoing Certificate was signed, sworn to and acknowledged before me by E. Jeffrey Allen, Secretary of Greensboro Investment Co. on the 17 day of July, 1986.



Dale R. Hennefeldt
Notary Public

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

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RESOLVED, that the officers of the Corporation, and their respective offices in the Corporation, for the ensuing year, shall be as follows:

<u>Name</u>	<u>Office</u>
Bert P. Allen	President
John C. Allen	Vice President/Treasurer
E. Jeffrey Allen	Secretary

RESOLVED, that the President, any Vice President, and the Secretary, each singly and by himself, is hereby authorized to do and perform such acts, and to execute deeds and other documents as may be necessary or appropriate in connection with the acquisition, subdivision, development and sale of lots in South Shore Heights, Douglas County, Nebraska. Each such officer is authorized to approve and effect any sale, transfer, exchange, mortgage, pledge, encumbrance or other dealing with any Lot of the Corporation, and to execute deeds or other instruments, for and in behalf of the Corporation, as may be necessary or appropriate to sell, transfer, exchange, encumber, mortgage, pledge or otherwise deal with the Lots.

RESOLVED, that all of the acts and deeds of the officers of the Corporation are hereby ratified and approved in all respects and particulars.

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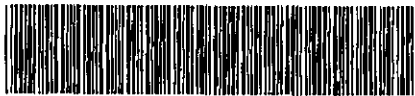
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ASSIGNMENT OF DECLARATION
OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
OF SOUTH SHORE HEIGHTS, A SUBDIVISION
IN DOUGLAS COUNTY, NEBRASKA

This Assignment of Declaration is made as of this 5th day of June, 1998, by FOC-BA JOINT VENTURE, a joint venture organized under the laws of the Nebraska Uniform Partnership Act, by GREENSBORO INVESTMENT CO., a Nebraska corporation, Joint Venturer (the "Declarant"). Declarant does hereby transfer and assign to SOUTH SHORE HEIGHTS HOMEOWNERS ASSOCIATION, a Nebraska not-for-profit corporation (the "Association"), all of its right, title and interest in and to that certain Declaration for South Shore Heights, a subdivision in Douglas County, Nebraska (the "Declaration"), dated August 12, 1986, and any amendments thereto, covering the following property:

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

and recorded in the office of the Register of Deeds of Douglas County, Nebraska, at Book 785, Page 525.

Declarant hereby warrants and represents that its interest in the Declaration identified above has not been previously assigned to an association and that the Declaration is in full force and effect.

By its acceptance of this Assignment of Declaration, the Association assumes all of the Declarant's liability under the Declaration and agrees to promptly perform all of the obligations and covenants imposed on Declarant under the Declaration.

FOC-BA JOINT VENTURE, a joint venture organized under the laws of the Nebraska Uniform Partnership Act,

By: GREENSBORO INVESTMENT CO., a Nebraska corporation, Joint Venturer

[Handwritten Signature]
By _____
Title _____

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DEL _____ SCAN *ds* CV _____

GAINES, MULLEN, PANSING & HOGAN
10050 REGENCY CIRCLE, SUITE 200
OMAHA, NEBRASKA 68114

STATE OF NEBRASKA)
) ss.:
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 5th day of June, 1998, by John C. Allen, President of GREENSBORO INVESTMENT CO., a Nebraska corporation, Joint Venturer of FOC-BA JOINT VENTURE, a joint venture organized under the laws of the Nebraska Uniform Partnership Act, on behalf of the joint venture.



[Handwritten Signature]

Notary Public

ACCEPTANCE

SOUTH SHORE HEIGHTS HOMEOWNERS ASSOCIATION hereby assumes all of the Declarant's liability under the Declaration and agrees to promptly perform all of the obligations and covenants imposed upon the Declaration under the Declaration. Each of the members represent that at the time of this acceptance of appointment, they are residents of South Shore Heights.

SOUTH SHORE HEIGHTS HOMEOWNERS ASSOCIATION, a Nebraska not-for-profit corporation,

By *Noshin Parker*

By *Shawn K. [Signature]*

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

This First Amendment to Declaration is made on the date hereinafter set forth by FOC-BA JOINT VENTURE, a joint venture organized under the laws of the Nebraska Uniform Partnership Act, by GREENSBORO INVESTMENT CO., a Nebraska Corporation, Joint Venturer, 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 (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, Paragraph 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.

Declarant does hereby substitute amend and restate the Declaration in the following particulars only:

1. The Declarant does 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. 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 Declarant. Unless other materials are specifically approved by Declarant, the roof of all Improvements shall be covered with wood shingles.

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

The Declarant has executed this First Amendment to Declaration as of this 30th day of January, 1987.

FOC-BA JOINT VENTURE, a joint venture organized under the laws of the Nebraska Uniform Partnership Act, by GREENSBORO INVESTMENT CO., a Nebraska Corporation, Joint Venturer

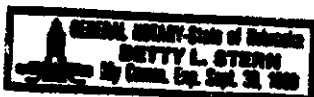
By [Signature]
JOHN C. ALLEN, Vice-President

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GEORGE J. DOBLENWICZ
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

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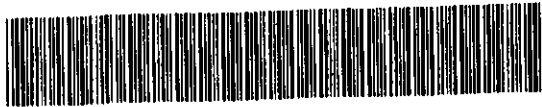
The foregoing instrument was acknowledged before me this 30th day of January, 1987, by JOHN C. ALLEN, Vice-President of FOC-BA JOINT VENTURE, a joint venture organized under the laws of the Nebraska Uniform Partnership Act, By GREENSBORO INVESTMENT CO., a Nebraska Corporation, Joint Venture on behalf of the Joint Venture.



Betty L. Stern
Notary Public

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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

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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 16TH day of March, 2006.

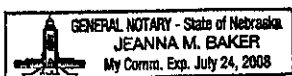
South Shore Heights Homeowners Association

By Harry W. Allen
Harry W. Allen, President

By Lori M. Moody
Lori M. Moody, Secretary

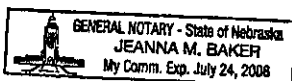
STATE OF NEBRASKA)
) SS.
)

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



Jeanna M. Baker
Notary Public

South Shore Heights

Plat and Dedication:
Filed 3-7-86, in Book 1774 at Page 370, Instrument No. _____

- Grants a perpetual easement in favor of Omaha Public Power District, U.S. West Communications
- Northwestern Bell Telephone Company
- and any cable company granted a cable television franchise system, and/or

for utility, installation and maintenance
 on, over, through, under and across
or

a 5 foot wide strip of land abutting the front and the side boundary lines of all lots;
an 8 foot wide strip of land abutting the rear boundary line of all interior lots;
and a 10 foot wide strip of land abutting the rear boundary line of all exterior lots.

Does it include the following?? Yes or No (Circle One)
Also grants an easement to Metropolitan Utilities District _____ for utility,
installation and maintenance on, through, under and across a _____ foot wide strip of land
abutting all cul-de-sac streets.
Any additional info,

- Declaration of Covenants, Conditions, Restrictions and Easements,
- Restrictive Covenants
- Protective Covenants
- or

Filed 8-14-86, in Book 785 at Page 525, Instrument No. _____

- Omaha Public Power District,
- U.S. West Communications
- Northwestern Bell Telephone Company
- and any cable company granted a cable television franchise system, and/or

MUD City of Omaha and SID #332

for utility, installation and maintenance
 on, over, through, under and across
or

a 5 foot wide strip of land abutting the ~~front~~ and the side boundary lines of all lots;
an 8 foot wide strip of land abutting the rear boundary line of all interior lots;
and a _____ foot wide strip of land abutting the rear boundary line of all exterior lots.

Does it include the following?? Yes or No (Circle One)
Also grants an easement to Metropolitan Utilities District _____ for utility,
installation and maintenance on, through, under and across a _____ foot wide strip of land
abutting all cul-de-sac streets.
Does it include the Following?? Homeowners Association Yes or No (Circle One)
Does it include the following ?? Possible Telephone Connection Charge Yes or No (Circle One)

Any additional info.

Easement Right of Way 1st, 2nd 3rd or 1st Amendment to 785-525
Dated 1-30-87 Filed 2-24-87 Book 805 at Page 82, Instrument No. _____

Agreement Telephone facilities 792-348 Copy

Assign of Deed 1271-510 filed 11-23-98 Copy

1215-422 filed 7-9-97 Misc Release Land Development
Tariff herein 785-525 Copy

Plat and Dedication:

Filed 3-7-86, in Book 1774 at Page 370, Instrument No. _____

- Grants a perpetual easement in favor of
- Omaha Public Power District,
- U.S. West Communications
- Northwestern Bell Telephone Company
- and any cable company granted a cable television franchise system,

and/or

for utility, installation and maintenance
 on, over, through, under and across
or

a 5 foot wide strip of land abutting the front and the side boundary lines of all lots;
an 8 foot wide strip of land abutting the rear boundary line of all interior lots;
and a 16 foot wide strip of land abutting the rear boundary line of all exterior lots.

Does it include the following?? Yes or No (Circle One)

Also grants an easement to Metropolitan Utilities District _____ for utility,
installation and maintenance on, through, under and across a _____ foot wide strip of land
abutting all cul-de-sac streets.

Any additional info,

- Declaration of Covenants, Conditions, Restrictions and Easements,
- Restrictive Covenants
- Protective Covenants

or

Filed 8-14-86, in Book 785 at Page 525, Instrument No. _____

- Omaha Public Power District,
- U.S. West Communications
- Northwestern Bell Telephone Company
- and any cable company granted a cable television franchise system,

and/or

MUD City of Omaha + SID #332

for utility, installation and maintenance
on, over, through, under and across
or

a 5 foot wide strip of land abutting the front and the side boundary lines of all lots;
an 8 foot wide strip of land abutting the rear boundary line of all interior lots;
and a _____ foot wide strip of land abutting the rear boundary line of all exterior lots.

Does it include the following?? Yes or No (Circle One)

Also grants an easement to Metropolitan Utilities District _____ for utility,
installation and maintenance on, through, under and across a _____ foot wide strip of land
abutting all cul-de-sac streets.

Does it include the Following?? Homeowners Association Yes or No (Circle One)

Does it include the following ?? Possible Telephone Connection Charge Yes or No (Circle One)

Any additional info.

Easement Right of Way 1st, 2nd 3rd or _____ Amendment to Assign of Decl
Dated 6-5-88 Filed 1-23-88 Book 1271 at Page 510, Instrument No. _____

2006029698 f 3-16-06 2nd amend to 785-525

805-382 f 2-24-87 1st amend to " "

