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Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
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THE ABOVE SPACE IS FOR THE REGISTER OF DEEDS RECORDING INFORMATION

RETURN TO: THREE POINTS LAKE DEVELOPMENT, 1505 NORTH 203RD STREET, ELKHORN, NE 68022

LEGAL DESCRIPTION:

VALLEY SHORES, A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA FOR LOTS 1 THRU 140

✓ 1247

**SECOND AMENDMENT TO THE DECLARATION
OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
OF VALLEY SHORES, A SUBDIVISION
IN DOUGLAS COUNTY, NEBRASKA**

THIS SECOND AMENDMENT to the Declaration of Covenants, Conditions, Restrictions and Easements of Valley Shores, a subdivision in Douglas County, Nebraska is made the date hereinafter set forth by Three Points Lake Development, L.L.C., a Nebraska limited liability company, hereinafter referred to as "Declarant".

RECITALS

1. On June 7, 2004 a document entitled Declaration of Covenants, Conditions, Restrictions and Easements of Valley Shores, A Subdivisions In Douglas County, Nebraska for Lots 1 thru 140 Valley Shores, a subdivision in Douglas County, Nebraska, was recorded by the Declarant in the office of the Register of Deeds of Douglas County as Instrument Number 2004073712, hereinafter referred to as the "Original Declaration".

2. On May 11, 2006 a document entitled First Amendment to Declaration of Covenants, Conditions, Restrictions and Easements of Valley Shores, A Subdivisions In Douglas County, Nebraska for Lots 1 thru 140 Valley Shores, a subdivision in Douglas County, Nebraska, was recorded by the Declarant in the office of the Register of Deeds of Douglas County as Instrument Number 2006052775, hereinafter referred to as the "First Amendment".

3. The Original Declaration Article VI, Paragraph 2 provides that the Declarant for a period of fifteen (15) years may amend the Original Declaration in any manner it determines in its full and absolute discretion.

NOW, THEREFORE, the Declarant hereby declares the Original Declaration as amended by the First Amendment are hereby amended as follows:

1. Article I, Paragraph 2(a) is hereby amended as follows by inserting the following:

a. An Owner desiring to erect an Improvement of any Lot shall deliver two sets of construction plans, landscaping plans and site plans with grade elevations showing drainage (herein collectively referred to as the "plans") to the DRB with a \$150.00 nonrefundable review fee and a \$2,500 construction impact deposit made payable to the Valley Shores Homeowners Association (the "Association"). DRB shall transmit the construction impact deposit to Association within three (3) days of receipt. Such plans shall include a description of type, quality, color and use of materials proposed for the exterior of such improvement. Concurrent with submission of the plans, Owner shall notify the DRB of Owner's mailing address. The construction impact deposit will be deposited into Association's operating account and any interest shall accrue for the benefit of Association only. If, in the sole and absolute discretion of DRB or Association, Owner or its employees, independent contractors, successors or assigns, fail to adequately maintain Owner's Lot and surrounding areas free of

debris, construction materials, dirt and other impacts from said construction, then the construction impact deposit may be used by DRB or Association, in their sole and absolute discretion, for upkeep and maintenance of the Owner's Lot and surrounding Lots which may be impacted by construction activities on Owner's Lot, which may include but is not limited to the following: removing trash, installing silt fence, cleaning the street, removing silt and re-seeding surrounding lots. Owner, by submission of plans to DRB grants all necessary approvals, easements and licenses to DRB, Association and any of their respective representatives or contractors to carry out the intentions of this paragraph. In the event that DRB, in its sole and absolute discretion, or Association if appointed by DRB, undertakes any actions due to impact by construction activities from Owner's Lot, Owner agrees to hold DRB, Association and their respective representatives and contractors harmless from any and all claims, demands, complaints, causes of action and liabilities relating thereto, from any persons whomsoever. Once construction activities are completed on Owner's Lot, a certificate of occupancy is issued and all required sidewalks, sod and trees are installed, Owner shall be entitled to a refund of any remaining portion of the construction deposit that has not been utilized by DRB or Association.

2. All other items contained in the Original Declaration as amended by the First Amendment shall remain the same.

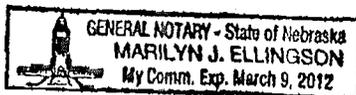
IN WITNESS WHEREOF this 30 day of July, 2008, the undersigned Declarant does hereby adopt this Second Amendment the day written hereinabove.

THREE POINTS LAKE
DEVELOPMENT, L.L.C., a Nebraska
limited liability company,

By: Frank R. Krejci
Frank R. Krejci, Managing Member

STATE OF NEBRASKA)
)ss.
COUNTY OF DOUGLAS)

This Second Amendment to Declaration of Covenants, Conditions, Restrictions and Easements of Valley Shores, a subdivision in Douglas County, Nebraska was made this 30 day of July, 2008 by Frank R. Krejci, Managing Member on behalf of Three Points Lake Development, L.L.C., a Nebraska limited liability company.



Marilyn J. Ellingson
Notary Public