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**SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS FOR LAKE CUNNINGHAM VILLAGE**

THIS SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR LAKE CUNNINGHAM VILLAGE (this "Second Amendment") is made this 31st day of October, 2022 (the "Effective Date"), by G&A One, LLC, a Nebraska limited liability company ("Declarant").

RECITALS:

WHEREAS, A1 Development, Inc., a Nebraska corporation ("A1 Development"), as owner of all of the real property within the Lake Cunningham Village subdivision in Douglas County, Nebraska, entered into that certain Declaration of Covenants, Conditions, Restrictions and Easements for Lake Cunningham Village dated October 27, 2020 and recorded in the Douglas County, Nebraska Register of Deeds Office on November 5, 2020 as Instrument No. 2020129018 (the "Declaration"); and

WHEREAS, A1 Development did assign to Declarant all of its rights, duties and obligations that it had as original declarant under the Declaration, as it relates to the Property (as defined in Section 5 herein), pursuant to that certain Assignment and Assumption of Declarant Rights dated October 14, 2021 and recorded in the Douglas County, Nebraska Register of Deeds Office on October 19, 2021 as Instrument No. 2021138002 (the "Assignment"); and

WHEREAS, Declarant did amend the Declaration pursuant to that certain First Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Lake Cunningham Village dated May 11, 2022 and recorded in the Douglas County, Nebraska Register of Deeds Office on May 17, 2022 as Instrument No. 2022050122 (the "First Amendment"); and

WHEREAS, pursuant to and as permitted by Section 12.01 of the Declaration, the Declarant desires to amend the Declaration to provide for limited outbuildings within the Lake Cunningham Village subdivision, as provided below in this Second Amendment.

NOW, THEREFORE, in furtherance thereof, the Declarant hereby adopts, declares, and provides as follows:

1. Definitions. All capitalized terms used in this First Amendment shall have the meanings set forth in the Declaration, except as otherwise defined herein.
2. Amendment. Section 5.06 shall be repealed and replaced in its entirety as follows:

5.06 Outbuildings. "Outbuildings" or "auxiliary structures" shall be allowed within the Lake Cunningham Village Subdivision, but shall in all cases conform to the following:

(a) All outbuildings or auxiliary structures shall have no part extend past twelve (12) feet from the closest rear facade of the Dwelling Unit;

(b) All outbuildings or auxiliary structures shall be in the rear yard only, and all parts of the outbuilding or auxiliary structure shall not extend beyond the rear corners of the Dwelling Unit and none of the outbuilding or auxiliary structure shall be visible from the front street while standing at a position aligning with an imaginary line extending from either side of the Dwelling Unit;

(c) All vertical surfaces of the outbuilding or auxiliary structure shall match, or match as closely as possible, to the color of the siding of the Dwelling Unit, as determined in the sole and absolute discretion of the Declarant or its designee; and

(d) Any outbuilding or auxiliary structure plans shall be submitted to the Declarant or its designee prior to start of any construction, accompanied with a \$75.00 construction plan fee. All outbuildings or auxiliary structures must receive written approval from the Declarant or its designee, prior to the commencement of any construction. By submitting the construction plan fee, Owner hereby consents to the Declarant or its designee entering onto the Lot for purposes of inspection.

3. No Other Amendment. Except as specifically set forth herein, the Declaration shall remain in full force and effect.
4. Binding Effect. This Second Amendment shall be binding upon and inure to the benefit of the Property and every grantee of any interest in the Property or any portion thereof and every Owner of the Property or any portion thereof.
5. Indexing. This Second Amendment shall be indexed and recorded against the following described real estate, to-wit:

Lots 1 thru 168, inclusive, and Outlots "A" thru "L", inclusive, Lake Cunningham Village, a Subdivision as surveyed, platted and recorded in Douglas County, Nebraska (collectively, the "Property").

[Remainder of page left intentionally blank; execution page follows.]

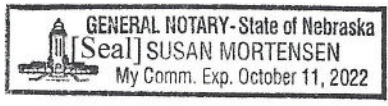
IN WITNESS WHEREOF, the undersigned has executed this Second Amendment on the day and year first above written.

G&A One, LLC,
a Nebraska limited liability company

By: *Eugene Graves*
Name: *Eugene Graves*
Title: *Authorized Representative*

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged, subscribed and sworn to before me by *Eugene Graves*, the *Representative* of G&A One, LLC, a Nebraska limited liability company, on behalf of said limited liability company, this *3* day of *October*, 2022.



Susan Mortensen
Notary Public