

98-07740A

**DECLARATION  
OF COVENANTS, CONDITIONS, AND RESTRICTIONS  
FOR MILLARD PARK**

THIS DECLARATION, made on the date hereinafter set forth by MILLARD PARK LIMITED PARTNERSHIP, a Nebraska limited partnership, hereinafter referred to as the "Declarant",

**WITNESSETH:**

WHEREAS, the Declarant is the owner of the following described real property:

Lots 321A through 327B, inclusive, and 332A through 340B, inclusive in Millard Park, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska, and

WHEREAS, the Declarant will convey said Lots, subject to certain protective covenants, conditions, restrictions, reservations, liens, and charges as hereinafter set forth,

NOW, THEREFORE, the Declarant hereby declares that all of the Lots described in Article I.C. below shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of said Lots in the Properties. These easements, covenants, restrictions, and conditions, shall run with said real property, and shall be binding upon all parties having or acquiring any right, title or interest in the above described Lots, or any part thereof, and they shall inure to the benefit of each Owner thereof and the Owners of all other Lots in the Properties.

**ARTICLE I  
DEFINITIONS**

A. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

B. "Properties" shall mean and refer to all Lots in Millard Park, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska.

C. "Lot" shall mean and refer to each of Lots 321A through 327B and 332A through 340B, inclusive, in Millard Park, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska.

D. "Declarant" shall mean and refer to Millard Park Limited Partnership, a Nebraska limited partnership, and its successors and assigns.

E. "Architectural Control Committee" shall mean the individual or committee appointed by the Declarant, and its successors and assigns.

**ARTICLE II  
ARCHITECTURAL CONTROL**

A. No dwelling, fence, (other than fences constructed by Declarant), wall, pathway, driveway, patio, patio cover or enclosure, deck, rock garden, garden, treehouse, swimming pool, television or radio antenna, satellite dishes, flag pole,

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solar collecting panels or equipment, tool sheds, or other external improvements, above or below the surface of the ground shall be built, erected, placed, planted, altered, or otherwise maintained or permitted to remain on any Lot, nor shall any grading, excavation, or tree removal be commenced without express written prior approval of the Declarant through its Architectural Control Committee, or its permission by implied approval procured in the manner set forth below.

B. The Declarant, through its Architectural Control Committee, shall consider general appearance, exterior color or colors, architectural character, harmony of external design and location in relation to surroundings, topography, location within the Lot boundary lines, quality of construction, size and suitability for residential purposes as part of its review procedure. Only exterior colors of certain earthtone hues will be acceptable. The Architectural Control Committee specifically reserves the right to deny permission to construct or place any of the above- mentioned improvements which it determines will not conform to the general character, plan and outline for the development of the Properties.

C. Documents submitted for approval shall be clear, concise, complete, consistent and legible. All drawings shall be to scale. Samples of materials to be included in the improvement may be required of the applicant at the discretion of the Architectural Control Committee. Submittals for the approval shall be made in duplicate and the comments and actions of the Architectural Control Committee will be identically marked on both copies of said submittals. One copy will be returned to the applicant, and one copy will be retained as part of the permanent records of the Committee. Each applicant shall submit to the Architectural Control Committee the following documents, materials and/or designs.

1. Site plan indicating specific improvement and indicating Lot number, street address, grading, surface drainage and sidewalks.

2. Complete construction plans, including but not limited to, basement and upper floor plans, floor areas of each level, wall sections, stair and fireplace sections and exterior elevations clearly indicating flues or chimneys, type and extent of siding, roofing, other faces and/or veneer materials.

D. The approval or disapproval of the Architectural Control Committee as required in these Covenants shall be in writing. Failure of the Architectural Control Committee to give either written approval or disapproval of submitted plans within thirty (30) days after receipt of all of the documents required above, by mailing such written approval or disapproval to the last known address of the applicant as shown on the submitted plans, shall operate as a waiver of the requirements for approval by the Architectural Control Committee for the submitted plans.

**ARTICLE III**  
**RESTRICTIONS FOR RESIDENTIAL DWELLINGS**

A. Residential Lots. Lots 321A through 327B, inclusive and 332A through 340B inclusive, all in Millard Park shall be subject to the following restrictions.

1. The Lot shall be used only for residential purposes and no Lot shall contain more than two (2) dwelling units: That is one on the A portion of the Lot and another on the B portion of the Lot.

2. No building shall be created, altered, placed or permitted to remain on any Lot other than the dwelling units referred to above, and said dwelling units shall conform to the following requirements.



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a. Each one story dwelling unit shall contain no less than 1,100 square feet of Living Area above the basement level and exclusive of garage area.

b. Each one and one-half or two story dwelling unit shall contain no less than 1,500 square feet of total Living Area above the basement level with a minimum of 800 square feet on the main floor, exclusive of garage area.

c. Other dwelling unit styles not described in a. and b. above will be permitted only if approved by the Architectural Control Committee and shall not be approved unless they are compatible with other homes to be built in Millard Park in the opinion of the Architectural Control Committee in its sole and absolute discretion.

d. All buildings on all Lots shall comply with the set back requirements of the Zoning Code of Sarpy County as the same may be amended from time to time.

B. General Restrictions. All dwelling units described in Article II A and B above shall comply with the following restrictions.

1. All dwelling units shall have attached, enclosed, side-by-side, two (2) car garages minimum which must contain area of not less than four hundred (400) square feet and shall be at approximately the same level as the main floor of the dwelling.

2. For the purposes of these restrictions, two-story height shall, when the basement is exposed above finish grade, be measured from the basement ceiling on the exposed side(s) to the eave of the structure on the same side(s). Area means finished habitable space, measured to the exterior of the enclosing walls, and does not include porches, stoops, breezeways, courtyards, patios, decks, basements, garages or carports. The maximum height of the dwelling shall be two (2) stories. The basement is not considered a story even if it is one hundred percent (100%) above grade on one or more sides, and essentially below grade on the other sides.

3. Exposed portions of the foundation on the front of each dwelling are to be covered with clay-fired brick or stone even if a portion of those exposed foundations may be perpendicular, or nearly so, to the affronting street. Exposed portions of the foundation on the side of each dwelling facing the street, when said dwelling is located on a corner Lot, are to be similarly covered with clay-fired brick or stone. Exposed portions of the foundation on the rear or sides not facing a street of a dwelling located on a corner Lot, and the exposed portion of the foundation on the sides and rear of every other dwelling shall be covered with clay-fired brick, stone, siding or shall be painted.

4. In the event that a fireplace is constructed as a part of a dwelling on any Lot and said fireplace and/or the enclosure for the fireplace flue, is constructed in such a manner so as to protrude beyond the outer perimeter of the front of the dwelling, the enclosure of the fireplace and flue shall be constructed of, or finished with, clay-fire brick of stone. If the fireplace and/or the enclosure for the fireplace flue is constructed in such a manner so as to protrude beyond the outer perimeter of the side or rear of the dwelling, the enclosure of the fireplace and flue may be constructed of, or finished with, the same material as is the dwelling at the point from which the fireplace and/or the flue protrudes. If more than one fireplace is planned, all shall comply with the above requirements. The part of the pre-fabricated metal furnace flues that protrude from the roof of a



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dwelling must be painted and no furnace flue may protrude more than five (5) feet from the roof of the dwelling, as measured from the top cap of the flue to the point from which the flue emerges from the roof. All furnace flues must be located on the rear side of the roof ridge.

5. No fences may be built forward of the rear wall of the dwelling and, under no circumstances, closer to any adjoining street than the property line.

In those instances where the house has more than one rear wall, the Architectural Control Committee shall determine in its discretion which rear wall shall be applicable. Fences shall be six (6) feet high, shall be constructed only of wood, decorative iron, brick or stone and are subject to the approval of the Architectural Control Committee referred to above. Wire or chain-link fences shall not be permitted. Temporary or permanent barbed wire, electrified, and/or snow fences are strictly prohibited.

6. No structure of a temporary character, trailer, basement, tent, shack, barn or other out building shall be erected on said Lot or used as a residence, temporarily or permanently. No prefabricated or factory built house or residential dwelling built elsewhere shall be moved onto or assembled on any of said Lots. No pre-cut dwelling shall be assembled on any of said Lots. No full or partial subterranean dwellings or log houses shall be constructed or erected on any Lot. No dwelling shall be moved from outside of the Properties onto any of said Lots.

7. No primary flat or mansard roof shall be permitted on any dwelling. All dwellings shall be roofed with roofing materials which have the approval of the Architectural Control Committee in its sole and absolute discretion.

8. Public sidewalks are the responsibility of, and shall be constructed by, the then Owner of a Lot prior to the time of completion of a dwelling and before occupancy thereof. The extent of sidewalks, location, construction details, materials and grades shall be in accordance with the regulations of Sarpy County and any revision thereof. The maintenance of said sidewalks, after construction, shall be the responsibility of the Owners of each of the Lots.

9. The Declarant has created a water drainage plan by grading the Properties and installing improvements and easements for storm drainage in accordance with accepted engineering principles. No building shall be placed, nor any Lot graded, to interfere with such water drainage plan nor cause damage to the building or neighboring buildings or lots.

10. No stable or other shelter for any animal, livestock, fowl or poultry shall be erected, altered, placed or permitted to remain on any Lot. No animals, livestock, fowl, or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats, or other household pets maintained within the dwelling may be kept, provided that they are not kept, bred or maintained for any commercial purpose and, provided, that they are kept confined to the Lot of their owner and are not permitted to run loose outside the Lot of the Owner.

11. No incinerator, or trashburner shall be permitted on any Lot. No garbage, trash can or container shall be permitted to remain outside of any dwelling unless completely screened from view from every street and from all other lots in the subdivision. No garden, lawn or maintenance equipment of any kind whatsoever shall be stored or permitted to remain outside of any dwelling except while in actual use. No garage door shall be permitted to remain open except when entry to and exit from the garage is required. No clothesline shall be permitted outside of any dwelling at any time. Any exterior air conditioning condensing units or heat pump units shall be placed in the rear yard of the



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dwelling and in no case closer than ten (10) feet to the neighboring property line. Detached accessory buildings are not permitted.

12. No automobile, boat, camping trailer, van-type campers, auto-drawn trailer of any kind, mobile home, motorcycle, snowmobile, or other self-propelled vehicles shall be stored or maintained outside of the garage. For purposes of the preceding provision, "stored or maintained outside of the garage" shall mean, parking the vehicle or trailer on the driveway, or any part of the Lot, outside of the garage for four (4) or more consecutive days. All repair or maintenance work on automobiles, boats, camping trailers, van-type campers, auto-drawn trailers of any kind, mobile homes, motorcycles, snowmobiles or other self-propelled vehicles done on the premises must be done in the garage. The dedicated street right-of-way located between the pavement and the lot line of any residential Lot shall not be used for the parking of any vehicle, boat, camper, or trailer. Automobiles and other self-propelled vehicles parked out-of-doors within the premises above-described, or upon the streets thereof, must be in operating condition.

13. All Lots shall be kept free of rubbish, debris, merchandise and building material; however, building materials may be placed on Lots when construction is started on the main residential structure intended for such Lot. In addition, vacant Lots where capital improvements have not yet been installed shall not be used for dumping of earth or any other waste materials, and shall be maintained level and smooth enough for machine mowing. No vegetation on vacant Lots, where capital improvements have not yet been installed, shall be allowed to reach more than a maximum height of twelve (12) inches.

14. Except for the purpose of controlling erosion on vacant Lots, no field crops shall be grown upon any Lot at any time.

15. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood, including, but not limited to, odors, dust, glare, sound, lighting, smoke, vibration and radiation.

16. A dwelling on which construction has begun must be completed within one (1) year from the date the foundation was dug for said dwelling.

17. Small vegetable gardens and rock gardens shall be permitted only if maintained in the designated rear yard of any Lot, behind the dwelling on said Lot. Further, vegetable gardens and rock gardens must be approved by the Architectural Control Committee.

18. No residential dwelling shall be occupied by any person as a dwelling for such person until the construction of such dwelling has been completed, except for minor finish details as determined and approved by the Architectural Control Committee.

19. No streamers, poster, banners, balloons, exterior illumination or other rallying devices will be allowed on any Lot in the promotion or sale of any Lot, dwelling or property unless approved by the Architectural Control Committee in writing. No advertising sign or posters of any kind shall be erected or placed on any of said Lots, except the residential "For Sale" signs, not exceeding six (6) square feet in size, shall be permitted and, provided further, that such restriction as to sign size shall not apply to any sign erected by the Declarant, or his agents, in his development of Millard Park or signs approved by the Architectural Control Committee in writing.

20. All driveways shall be constructed of concrete.



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21. None of said Lots shall be subdivided, split or in any manner combined with any other Lot, or portion of any other Lot, without approval of the Architectural Control Committee in writing.

22. The front, side and rear yards of all Lots shall be sodded, and one (1) tree, not less than two (2) caliper inches in diameter, shall be planted in the front yard of each residence. No trees shall be planted in the dedicated street right-of-way located between the pavement and the lot line. All yards shall be sodded and the trees planted within one (1) year from the date the foundation for the residence on the Lot was completed.

23. No solar collecting panels or equipment, no wind generating power equipment shall be allowed on the Lots. No television antenna, no antenna of any kind or nature, no satellite dish, shall be allowed on the Lots unless completely screened from view from every street and from all other Lots in the Subdivision in a manner approved by the Architectural Control Committee.

#### ARTICLE IV Easements and Licenses

A. A perpetual license and easement is hereby reserved in favor of and granted to U.S. West Communications, City or County franchised cable television firms, and to Omaha Public Power District, and their successors and assigns, to erect and operate, maintain, repair, and renew cables, conduits, and other instrumentalities and to extend wires for the carrying and transmission of electric current for light, heat and power and for all telephone and telegraph and message services and cable television under an 8-foot strip of land adjoining the rear boundary lines of said Lots, and said license is being granted for the use and benefit of all present and future owners of said Lots; provided, however, that said lot line easement is granted upon the specific condition that if said utility companies fail to construct any wires or conduits along any of the said lot lines within 36 months of the date hereof, or if any wires or conduits are constructed but hereafter removed without replacement within 60 days after their removal, then this lot line easement shall automatically terminate and become void as to such unused or abandoned easementways. No permanent buildings shall be placed in perpetual easementways, but the same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the aforesaid uses or rights herein granted.

B. All telephone, cable television and electric power service lines from property line to dwelling shall be underground.

C. By a separate document easements have been reserved to all Owners of Lots in the Properties on certain Lots with part or all of their rear or side yards adjoining Harrison Street or 156th Street (Lots 9 through 12 and 16 through 19) for a fence along said streets. Said easement is recorded in the Miscellaneous Records of Sarpy County, Nebraska.

D. By a separate document perpetual easements have been reserved to all Owners of Lots in the Properties on parts of Lots 11, 12, and 19 for entrance markers for the subdivision. Said easement is recorded in the Miscellaneous Records of Sarpy County, Nebraska.



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**ARTICLE V  
COVENANTS RELATING TO TELEPHONE COMPANY**

A. In the event that ninety percent (90%) of all the lots within the Properties are not improved within five (5) years from the date that U. S. West Communications or its successors shall have completed the installation of its distribution system for said Lots, and filed notice of such completion ("Five Year Term"), then every Lot that is unimproved at the end of the Five Year Term shall be subject to a charge of Four Hundred Fifty Dollars (\$450.00) by U. S. West Communications or its successors. A Lot shall be considered as unimproved if construction of a permanent structure has not commenced on that Lot. Construction shall be considered as having commenced if a footing inspection has been made on the Lot in question by officials of the City of Omaha or other appropriate governmental authority.

B. Each development phase shall be considered separately in determining whether ninety percent (90%) of the lots within that Phase have been improved within the Five (5) Year Term. In determining the date U. S. West Communications or its successors shall have completed the installation of its distribution system, each development phase shall also be considered separately.

C. Such charge shall be due and owing immediately upon the expiration of the Five Year Term, and if such charge is not paid within sixty (60) days after the sending of written notice by U. S. West Communications or its successors to the Owner of an unimproved Lot that such charge is due, then such charge will begin drawing interest commencing upon the expiration of the sixty (60) day period at the rate of twelve percent (12%) per annum, or the maximum rate allowed by law at which individuals may contract if said maximum rate is less than twelve percent (12%) per annum at the time.

**ARTICLE VI  
GENERAL PROVISIONS**

A. The Declarant, or its assigns, or any Owner of a Lot within the Properties, shall have the right to enforce by proceeding at law or in equity, all restrictions, conditions, covenants, and reservations, now or hereafter imposed by the provisions of this Declaration, either to prevent or restrain any violation of same, or to recover damages or other dues for 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.

B. The Covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty-five (25) years from the date this Declaration is recorded. This Declaration may be amended by the Declarant, or any person, firm, corporation, partnership, or entity designated in writing by the Declarant, in any manner it shall determine in its full and absolute discretion for a period of five (5) years from the date hereof. Thereafter this Declaration may be amended by an instrument signed by the Owners of not less than ninety percent (90%) of the lots in the Properties.

C. Invalidity of any one of these covenants by judgment or court order shall in no way effect 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 25th day of March, 1998.





FILED SARPY CO. NE.  
INSTRUMENT NUMBER  
2002-37609  
2002 SEP 25 A 11:21  
*Glenn J. Vandenberg*  
REGISTER OF DEEDS

Counter *RH*  
Verify *RH*  
D.E. *RH*  
Proof *an*  
Fee \$ 31.00  
Ck  Cash  Und   
2753)

*RH*  
AFTER RECORDING, RETURN TO: DANIEL B. KINNAMON, ERICKSON & SEDERSTROM, P.C., 10330 REGENCY PARKWAY DRIVE, OMAHA, NE 68114  
(Space Above This Line for Recording Data)

### FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

THIS FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (the "Amendment") is dated as of September \_\_, 2002 and is made by Dave Paik Builders, Inc., a Nebraska Corporation, hereinafter referred to as the "Declarant."

#### RECITALS:

WHEREAS, a Declaration of Covenants, Conditions and Restrictions (the "Declaration") was recorded in the office of the Register of Deeds of Sarpy County, Nebraska on October 19, 1998 as Instrument No. 98-029337, which covered the following described real property:

Lots 321 A & B through Lots 327 A & B, inclusive, and Lots 332 A & B through Lots 340 A & B, inclusive, in Millard Park, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska. 32

WHEREAS, all terms used in this Amendment without definition shall have the same meanings in this Amendment as such terms have in the Declaration.

WHEREAS, Declarant, as the Owner of seventy-five percent (75%) or more of the Lots, in accordance with Article VII, Section 3 of the Declaration desires to amend the Declaration as hereinafter set forth:

1. Addition of Property to Declaration. Declarant is the Owner of the following described real property (herein "Replat Lots"):

Lots 1 through 10, inclusive in Millard Park Replat 6 (being a replatting of Lots 8A through 13B, Millard Park Replat 5), a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska. 10

The foregoing Replat Lots shall be added to and become a part of the Properties under the Declaration and all of the terms, covenants, restrictions, conditions, reservations, and provisions of the Declaration shall be extended to and be applicable to such Replat Lots for all purposes. This Amendment shall be deemed to be effective on the date of the recording of the Amendment with the Register of Deeds of Sarpy County, Nebraska.







FILED SARPY CO. NE.  
INSTRUMENT NUMBER  
2008-28213  
2008 OCT -9 P 4:41

*Shawn J. Anderson*  
REGISTER OF DEEDS

COPY

SECOND AMENDMENT TO DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS

This SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ("the Second Amendment") is made by the undersigned owners of more than 75% of the following described real estate, to wit:

Lots 321 A & B through Lots 326 A & B, inclusive, and Lots 332 A & B through Lots 340 A & B inclusive, in Millard Park, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska and Lots 14 A & B, Millard Park Replat 5, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska ("the Initial Lots")

AND

Lots 1 through 10, inclusive, in Millard Park Replat 6 (being a replatting of Lots 8 A through 13 B, Millard Park Replat 5), a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska ("the First Additional Lots")

WITNESSETH:

**WHEREAS**, a Declaration of Covenants, Conditions and Restrictions ("the Declaration") was recorded in the office of the Register of Deeds of Sarpy County, Nebraska on October 19, 1998 as Instrument No. 98-029337, which covered the Initial Lots; and

**WHEREAS**, a First Amendment to Declaration of Covenants, Conditions and Restrictions ("the Amendment") was recorded in the office of the Register of Deeds of Sarpy County, Nebraska on September 25, 2002 as Instrument No. 2002-37609 which covered the First Additional Lots and subjected them to the terms and conditions of the Declaration; and

**WHEREAS**, the Declaration provides, at Article VII, Section 3, for amendment by an instrument signed by not less than 75% of the owners of property subject to the Declaration; and

Return to:  
Larry R. Forman, Esquire  
7171 Mercy Road, #650  
Omaha, Nebraska 68106



**WHEREAS**, the undersigned, as owners of more than 75% of the lots currently subject to the Declaration, desire to amend the Declaration to subject additional lots to the terms and conditions thereof and to make certain amendments thereto.

**NOW, THEREFORE**, in consideration of the foregoing recitals, the undersigned declare as follows:

1. Addition of Property to Coverage by Declaration. The owners of the following described property:

Lots 1 A & B through Lots 7 A & B, inclusive in Millard Park Replat 5, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska ("the Second Additional Lots")

by execution of Exhibit "A" attached hereto and incorporated herein by reference, consent to the inclusion of their properties in the properties subject to the Declaration as amended by the Amendment and the Second Amendment, and the undersigned owners of the Initial Lots and the First Additional Lots, by execution of this document, hereby agree that the Declaration, as amended by the Amendment and Second Amendment, shall henceforth extend to and be applicable to the Initial Lots, the First Additional Lots, and the Second Additional Lots for all purposes from and after the date of filing of this Second Amendment with the Register of Deeds of Sarpy County, Nebraska.

2. Revisions to Provisions of Declaration:

A. Article I, Section 4 is amended to state as follows: "Lot" shall mean and refer to those plots of land shown as lots upon the subdivision plats showing those lots subjected to the Declaration by the Declaration and the First and Second Amendments thereto.

B. Article II, Section 3 is amended to state as follows: Each Owner shall be a voting member of the Association, provided that in no event shall more than one vote be cast with respect to any Unit or Lot.

C. Article III, Section 2 is amended to state as follows: The assessments levied by the Association shall be used exclusively for the expenses, charges, and costs of the operation of the Association and the exterior maintenance of the Lots and Units situated thereon as more particularly described herein. Expenses and costs of the operation of the Association shall include those associated with employment of a professional management firm to assist in the operations of the Association including but not limited to those operations dealing with preparation of budgets and discharging of maintenance functions.

D. Article III, Section 10, paragraph 1 is amended to add the following additional words at the end of the paragraph: Exterior painting of the Units shall be limited to existing earth tone colors unless approved by the Board of Directors.

E. Article V, Section 1(a) is amended to state as follows:



No noxious or offensive trade or activity shall be carried on in or from any Unit or Lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. No outside above-ground trash or garbage piles, burners, receptacles or incinerations shall be erected, placed or permitted on any Lot. Except while under construction, any wood storage piles and equipment shall be walled in or kept screened by adequate planting or by other means in such a manner as to conceal them from view from adjacent streets or other Units. Trailers, boats and recreational vehicles shall not be parked on any Lot for any continuous period in excess of 48 hours and during any calendar year for a total period in excess of 15 days unless stored entirely within an enclosed garage situated thereon.

F. Article V, Section 1(g) is amended to state as follows: All Lots and Units shall be used only for residential purposes and no commercial or business activity shall be conducted thereon except such as shall not involve pedestrian or vehicular traffic to and from individual Units by employees, co-workers, customers, clients or patients.

G. Article V, Section 1 is further amended with the addition of subsection (h) stating as follows: Occupancy of Units shall be limited to Owners of record and members of their immediate families. Leases or rental agreements in affect as of the date of filing of this Second Amendment shall not be modified or amended after such date and shall expire not later than one (1) year after the filing of this Second Amendment regardless of any terms or conditions contained therein to the contrary.

H. Article VII, Section 3 is amended to delete the words "by action of not less than seventy-five percent (75%) of the Owners" at the end of the first sentence thereof.

I. Article VII, Section 4 is deleted.

3. Defined Terms. All defined terms appearing in the Declaration shall, when appearing in this Second Amendment, have the same meanings as appear in the Declaration.

IN WITNESS WHEREOF, the undersigned, owners of the Lots set opposite their respective names, do hereby signify their approval of and consent to the above and foregoing Second Amendment to Declaration of Covenants, Conditions and Restrictions on the dates indicated hereafter.