

**After recording to:**

Seacrest & Kalkowski, PC, LLO  
1128 Lincoln Mall, Ste. 105  
Lincoln, NE 68508

**FIRST AMENDMENT TO THE  
DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS AND EASEMENTS FOR  
GRANDALE VILLAS**

The undersigned, constituting the “Declarant” under the Declaration of Covenants, Conditions, Restrictions and Easements for Grandale Villas dated March 7, 2019, and filed of record with the Lancaster County, Nebraska Register of Deeds as Instrument No. 2019007555 (“Declaration”), does hereby amend the Declaration as follows:

A. The following Definitions are added to **Article I**:

“**Qualified Contractor**” shall mean (i) a business entity engaged in the business of being the general contractor, main contractor or prime contractor, design-builder, or construction manager and is responsible for the day-to-day oversight of a construction site, management of vendors and trades, and the communication of information to all involved parties throughout the course of building or installing an Improvement and, in the opinion of the Declarant (ii) satisfactorily meets the Qualified Contractor Pre-Qualifications.

“**Qualified Contractor Pre-Qualifications**” shall include the following:

1. Is registered with all required jurisdictional authorities including but not limited to the Nebraska Department of Labor;
2. Is in good standing with the Nebraska Secretary of State’s Office;
3. Consistently maintains sufficient bonding capacity for its entire portfolio of ongoing projects;
4. Is able to provide adequate bonding for the Improvement;
5. Is properly insured with coverages and limits that the Declarant deems appropriate under then existing circumstances;
6. Has a minimum of ten (10) years’ experience;
7. Consistently performs quality work in the opinion of the Declarant;

8. Can provide good references from lenders and owners;
9. Can provide the best possible product choices available to Lot Owner;
10. Has a sound safety record;
11. Has a record of completing projects on time with minimal change order requests;
12. Has available capacity to perform;
13. Has available senior management personnel to supervise;
14. Has adequate liquidity, strong financial strength, and maintains an ethical reputation in the business community;
15. Adheres to a code of ethics that prohibits anti-competitive practices such as bid rigging and bid chiseling; and
16. Any other factor that is relevant to the Contractor's ability to perform and pay for its work in a manner consistent with the Declaration in Article II, below, and the Restrictions and Covenants in Article III, below.

B. Paragraph 2 of **Article III** is hereby amended and restated as follows:

2. Plan and Qualified Contractor Approval.

(a) Plan Approval. Prior to the construction of any residence on any Lot, a set of building plans for such residence shall be submitted by the Lot Owner to the Declarant for approval. Said building plans shall be signed and certified by the Lot Owner as a true and correct copy of the building plans for the residence to be constructed on such Lot, and contain a statement that the Lot Owner will submit to the Declarant, for written approval, any amendments, modifications or changes to such building plans. Such building plans shall show the size, exterior material, design and plot plan for the residence to be constructed on such Lot and shall indicate the location of the residence, attached garage and any other structures to be placed or constructed on such Lot. Such plans shall also include erosion control measures which will contain erosion of soil on the Lot during construction. One set of such building plans, and all amendments, modifications and changes thereto, signed by the Lot Owner shall be left on permanent file with the Declarant. Declarant shall have the right to request the Lot Owner provide samples of the Lot Owner's proposed exterior materials. No construction of any residence on any Lot shall be commenced unless and until written approval of the building plans for such residence has first been obtained from the Declarant. Written approval or disapproval of such building plans shall be given by the Declarant within thirty (30) days from and after receipt thereof by the Declarant. Approval of such building plans shall not be unreasonably withheld; provided, however, that the Declarant shall have the sole and exclusive right, in its sole discretion, to approve or reject any such

building plans if, in the opinion of the Declarant, either the style, size, material or plot plan of such residence does not conform to the general standard and character of the residences constructed or to be constructed on other Lots located within the Property.

Prior to the construction of any addition to any residence constructed on any Lot, or the change or modification in the exterior of any residence constructed on any Lot, including the exterior color, the Lot Owner shall first obtain the written approval of the Declarant to proceed with any such construction, change or modification, which approval shall not be unreasonably withheld.

(b) Approval of Qualified Contractor. Because the quality of construction is directly related to the overall harmony of the Lots to each other and to the Property as a whole, no initial residence or major addition shall be constructed, erected, placed or permitted to remain on any Lot, or grading or excavation for any residence be commenced on any Lot, except by a Qualified Contractor who is preapproved by the Declarant. A Lot Owner desiring to erect a residence or an addition to a residence on any Lot shall provide the Declarant the name(s) of a Qualified Contractor based upon the Qualified Contractor's Pre-Qualifications. Written approval or disapproval of the Qualified Contractor shall be given by the Declarant within ten (10) days after the receipt thereof by the Declarant. Declarant shall have the exclusive right to disapprove the Qualified Contractor, if in the Declarant's opinion, the Qualified Contractor does not conform to Qualified Contractor's Pre-Qualifications. Upon disapproval by the Declarant, a written statement of the grounds for disapproval shall be provided to the Lot Owner.

(c) Landscaping. Prior to the occupancy of any residence on any Lot, a landscape plan signed by the Lot Owner shall also be submitted to the Declarant for approval. Any landscape plan must include at a minimum:

- (i) a landscape plan for the entire portion of the Front Yard;
- (ii) show a minimum planting of one (1) one and one-half inch caliper deciduous tree or one (1) evergreen of minimum five feet in height, and five (5) one gallon containers of perennial plantings within the Lot;
- (iii) meet the screening requirements of Paragraph 9 of this Article;
- (iv) contain a written certification by the Lot Owner that, to wit:

- (A) all of the plantings required pursuant to Paragraph 2(b) of this Article will be installed within nine (9) months of completion of construction of the residence to be constructed on such Lot, and that the Green Area of such Lot will be sodded, as required herein, prior to occupancy of the residence; and
- (B) that an underground sprinkler system will be installed on such Lot by the Lot Owner prior to any sodding of the Green Area of such Lot, in accordance with Paragraph 7 of this Article.

No residence constructed upon a Lot shall be occupied unless and until written approval of the landscape plan has first been obtained from the Declarant. Written approval or disapproval of such landscape plan shall be given by the Declarant within thirty (30) days from and after receipt of such plans by the Declarant. Approval of such landscape plan shall not be unreasonably withheld; provided, however, that the Declarant shall have the sole and exclusive right, in its sole discretion, to approve or reject any such landscape plan if, in its opinion, such landscape plan does not conform to the general standard and character of landscape plans for other Lots located within the Property.

Lot Owner shall be responsible for completing the planting of all items identified on the landscape plan within nine (9) months after the date the residence constructed upon a Lot has been occupied. Each Lot Owner shall escrow Two Hundred Fifty Dollars (\$250) for each tree required to be planted on the Lot he/she is purchasing pursuant to this Paragraph 2(b) at the time such Lot is purchased from the Declarant; provided, however, Declarant may waive the escrow requirement if the trees are included in a builder package. In the event the Lot Owner does not complete the planting of any tree required under this Paragraph 2(b) upon its Lot within the time frame set forth herein, Declarant shall have the right to use the escrow proceeds to purchase such tree(s) and shall have an easement to enter upon the Lot Owner's Lot to plant such tree(s) in accordance with the approved landscape plan. In the event the Lot Owner completes the planting of all trees required under this Paragraph 2(b) within the time frame set forth herein, Lot Owner shall notify Declarant and Declarant shall, upon verification of the plantings, return the escrowed funds to the Lot Owner.

Declarant shall have the right, in Declarant's sole and absolute discretion, to waive and/or modify the application and interpretation of any term, condition or restriction imposed by this Paragraph 2.

- C. Paragraph 8 of **Article IV** is hereby amended and restated as follows:

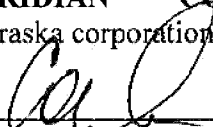
8. Refuse Service. The Association shall select and pay a single provider to provide refuse collection services for the Property. The cost of the refuse services provided to the Property shall be included in the dues and assessments fixed by the Board of Directors and shall be due and payable by each Lot Owner at the time and in the manner prescribed by the Board.

D. This First Amendment shall be recorded against the Property identified in the Declaration which is legally described on Exhibit "A" attached hereto.

E. All other terms and conditions of the Declaration, except as amended herein, remain in full force and effect. In the event of a conflict between the terms of this First Amendment and the terms of the Declaration, the terms of this First Amendment shall control. Capitalized terms used herein and not defined herein have the same meaning as in the Declaration.


IN WITNESS WHEREOF, the Declarant has caused this First Amendment to be executed this 15 day of July, 2020.

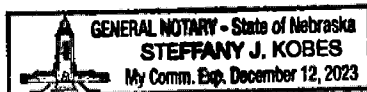
MERIDIAN CORPORATION, a  
Nebraska corporation

By:   
Cori Sampson Vokoun, President

STATE OF NEBRASKA            )  
  ) ss.  
COUNTY OF LANCASTER        )

The foregoing was acknowledged before me this 15 day of July, 2020, by Cori Sampson Vokoun, President of **Meridian Corporation**, a Nebraska corporation, on behalf of the corporation.

  
Notary Public



**EXHIBIT "A"**

**PROPERTY**

Outlots F, G, and H, Grandale Addition, Lincoln, Lancaster County, Nebraska

Lots 1-10, Block 1; Lots 1-5, Block 2; Lots 1-8, Block 3; Lots 1-10, Block 4; and Outlots A, B, C and D, Grandale 3<sup>rd</sup> Addition, Lincoln, Lancaster County, Nebraska

NO  
GRANDALE  
GRANDALE3