After recording to: Seacrest & Kalkowski, PC, LLO 1128 Lincoln Mall, Ste. 105 Lincoln, NE 68508

SECOND 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, as amended by the First Amendment to the Declaration of Covenants, Conditions, Restrictions and Easements for Grandale Villas dated July 15, 2020, and filed of record with the Lancaster County, Nebraska Register of Deeds as Instrument No. 2020035366 (collectively the "Declaration"), does hereby amend the Declaration as follows:

A. Paragraph 8 of **Article III** is hereby amended and restated as follows:

8. <u>Fences</u>. Fencing shall be allowed only in the rear yard within lot lines and shall meet the following specifications: (i) TruView Landmark style, four (4) feet tall, residential grade, black finish color, manufactured by Betafence; (ii) a brick wall divider, three (3) feet tall, constructed of same brick or stone used on the residence; or (iii) landscape vegetation/screen, three (3) feet tall, provided said landscaping must be approved as part of the landscape plan in accordance with Paragraph 2(b).

B. Paragraph 6 of Article IV is hereby amended and restated as follows:

6. <u>Driveway and Walkway Snow Removal; Window Cleaning.</u> The Association shall be responsible for snow removal from all driveways and walkways located upon the Lots as well as within the Common Area. The Association shall also be responsible for snow removal from rear yard patios and walkways; except that no snow will be removed by the Association from any rear yard that is fenced unless a gate is left open by the Lot Owner for entrance into the rear yard. The Association shall also be responsible for exterior window cleaning for the residences located upon the Lots.

- C. This Second Amendment shall be recorded against the Property identified in the Declaration which is legally described on Exhibit "A" attached hereto.
- D. 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 Second Amendment and the terms of the Declaration, the terms of this Second 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 Second Amendment to be executed this 2 day of September, 2021.

MERIDIAN CORPORATION, a Nebraska corporation

By:

Cori Sampson Vokoun, President

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing was acknowledged before me this 2 day of September, 2021, by Cori Sampson Vokoun, President of Meridian Corporation, a Nebraska corporation, on behalf of the corporation.

GENERAL NOTARY - State of Nebraska STEFFANY J. KOBES My Comm. Exp. December 12, 2023 Steffamy J- Kolson 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 3rd Addition, Lincoln, Lancaster County, Nebraska