
(The Space Above Line is for Recording Data)

**SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS
FOR GALLERY 23 EAST**

THIS SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS ("Second Amendment") is made effective on this 21st day of April, 2021, by Gallery 23 East, LLC, a Nebraska limited liability company, or its successors and assigns ("Declarant").

WHEREAS, Declarant wishes to amend Sections 1.14, 7.1.1, 7.4.5, 7.4.6, 7.4.7, 8.7, and 8.8 of that certain Declaration Of Covenants, Conditions, Restrictions And Easements For Gallery 23 East, recorded as Document Number 201902476 in the Register of Deeds of Dodge County, Nebraska (the "Original Declaration"), recorded on or about June 3, 2019; and

WHEREAS, Declarant is authorized under the Original Declaration to amend the terms thereof; and

WHEREAS, Declarant previously amended sections 6.2 and 15.3 of the Original Declaration on June 19, 2019, recorded by the Dodge County Register of Deeds as Document Number 201902817 (the "First Amendment"). The First Amendment is unaffected by this Second Amendment; and

WHEREAS, terms not otherwise defined in this Second Amendment shall have the meanings as set forth in the Original Declaration.

NOW, THEREFORE, Declarant amends the Original Declaration as follows:

1. **Improvements.** Section 1.14 is hereby deleted and replaced with the following language: "Improvements" shall mean all land preparation and excavation, buildings, outbuildings, structures (including sheds), underground installations, slope and grade alterations, lighting, roads, walkways, curbs, gutters, storm drains, drainage ways, utilities, driveways, parking areas, fences, lakes, including Lake Galleria, floating docks, boat slips, screening walls and barriers, accessory structures, retaining walls, stairs, decks, patio areas, windbreaks, plantings, planted trees and shrubs, sidewalks, poles, flags, signs, water retention and detention areas, fountains, water features, recreational facilities and all other structures, including and landscaping improvements of every type and kind. The term "Improvements" shall not include vertical hardboard siding so long as it is only installed on the sides or rear of homes on any Lot and further, the installation of hardboard siding in accordance with this paragraph shall not require approval by the Architectural Committee."

2. Approval of Plans. Section 7.1.1 is hereby deleted and replaced with the following language: "Except for Improvements constructed and installed by Declarant, no Improvement, including sheds, shall be constructed, erected, placed, expanded, added to, maintained or permitted to remain in Gallery 23 East, and no alterations or other work which alters the exterior appearance of any Lot or Improvement, until plans and specifications and other documentation as may be required by the Committee or the Development Guidelines, or the separate association for the Townhome Lots, for said Improvements and alterations, which may include without limitation exterior elevations, drainage and water retention plans, materials, colors, landscaping, irrigation plans, exterior lighting, and any other information needed to accurately describe the exterior appearance of said Improvements (the "Application"), have been submitted to and approved in writing by the Committee or the separate association for the Townhome Lots. The Application shall be filed with the Committee. Improvements approved in writing by Declarant prior to the recording of this Declaration shall be deemed to have approved by the Committee.

3. Watercraft, Boats, and Lake Galleria Access.

A. Section 7.4.5 is hereby deleted and replaced with the following language: "Personal Watercraft and Motorized Vehicles. Watercraft are allowed at Lake Galleria, so long as such watercraft do not exceed a maximum of sixteen feet (16') long, and are powered by an electric motor with a maximum of 48 volts and a maximum speed of five miles per hour (5 mph) (a "Motorized Watercraft"), or are non-motorized. All Persons and their watercraft using Lake Galleria and or the Common Areas must comply with the Association's Rules and Regulations, as defined in Section 3.4, above, as such Rules and Regulations may be amended from time to time by the Declarant during the Period of Declarant Control and thereafter by the Association. All watercraft operating on the lake must comply with applicable laws, regulations and ordinances, including but not limited to the Nebraska Boating Guide, the City of Fremont and Dodge County, Nebraska. In addition, no so-called "All Terrain Vehicles" shall be allowed on any of the Common Areas within Gallery 23 East.

B. Section 7.4.6 is hereby deleted and replaced with the following language: "Boats and Watercrafts. All non-motorized or motorized boats being used on Lake Galleria or within any Common Areas must be owned and operated by Owners of the Lake Lots. There shall be no unauthorized use of the Lake Galleria or Common Areas by nonresidents of the Lake Lots or guests of Owners of the Lake Lots, occupants or Lessees at any time. In order to preserve the health of the lake and eliminate the threat of Zebra Mussels and other invasive species, the following conditions must be adhered to: (i) a boat launched in spring must stay at Lake Galleria until fall, unless otherwise permitted by the Association, and (ii) if an Owner of a Lake Lot desires to remove his or her boat or watercraft during the boating season as determined by the Association, they will not be permitted to launch their boat or watercraft in the lake until the beginning of the next boating season (excluding removal of any such boat or watercraft for service or repair provided the boat or watercraft has been thoroughly washed-out by an authorized dealer or repair service). Lake Lot Owners are limited to one (1) Motorized Watercraft per Lake Lot. Further, each Owner of a Lake Lot shall have the right to construct one (1) floating dock per Lake Lot, and shall have the right to fish, paddle board, canoe, kayak, and swim in Lake Galleria so long as such activities, including the use of a Motorized Watercraft, do not create a wake in Lake Galleria."

C. Section 7.4.7 is hereby deleted and replaced with the following language: "Unauthorized Use of Common Areas or Lake Galleria. Except for the Owner or occupant of any Lake Lot within Gallery 23 East, no other boats or watercraft shall be permitted on Lake Galleria or within any of the Common Areas."

D. Section 8.7 is hereby deleted and replaced with the following language: "Access to Lake Galleria. No Lake Lot Owner shall have the right to access or use Lake Galleria or any Common Areas until such time as the framing of such Lake Lot Owner's primary residential structure has been completed on such Lake Lot Owner's Single Family Lot, without the express written consent of the Declarant during the Period of Declarant Control and thereafter by the Association. No other Owners or contract purchasers shall have access to Lake Galleria."

4. Fences. Section 8.8 is hereby deleted and replaced with the following language: "All proposed fences and landscaping improvements to be installed on the Lots by their respective Owners, occupants or Lessees must be approved by the Committee and shall be in compliance with the Development Guidelines. Plans for landscaping improvements and fences will be reviewed by the Committee in a timely manner so as not to impede the Owner's schedule with respect to installing landscaping and/or fencing. In all cases, regardless of the Development Guidelines, i) fences for Lake Lots must five feet (5') tall and be constructed of either Black Wrought Iron or Black Aluminum which imitates Black Wrought Iron; and ii) fences for all other Lots shall be White PVC fence with a height of six feet (6')."

5. Miscellaneous. Except as specifically set forth in this Second Amendment, all terms and conditions of the Original Declaration shall remain in full force and effect. This Second Amendment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. The rights granted hereunder shall run with the land and burden the Property. This Second Amendment shall be construed under and in accordance with the laws of the State of Nebraska, without regard to principles of conflicts of law.

[Signature on following page]

IN WITNESS WHEREOF, Declarant has executed this Corrective Declaration the day and year first above written.

DECLARANT:

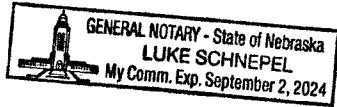
GALLERY 23 EAST, LLC, a Nebraska limited liability company

By: Michael Cosentino
Name: Michael Cosentino
Title: owner

STATE OF NEBRASKA)
) ss.
COUNTY OF DODGE)

Before me, the undersigned Notary Public in and for said county and state, appeared Michael Cosentino, Owner of Gallery 23 East, LLC, a Nebraska limited liability company, known to me to be the identical person who executed the above instrument and acknowledged the execution thereof to be his/her voluntary act and deed on behalf of said limited liability company.

WITNESS my hand and Notarial Seal this 21st day of April, 2021.



Luke Schnepel
Notary Public

My Commission expires: Sept. 2 2024

Exhibit A
Property
Legal Description of Gallery 23 East Residential Lots

Lots 1 through 32 of Block 6, inclusive, Lots 4 through 19 of Block 7; Lots 1 through 12 of Block 10; Lots 1 and 2 of Block 11; Lots 1 through 4 of Block 12; and Lots 1 through 3 of Block 13, inclusive, Lots 1 through 3 and Lots 20 through 25 of Block 7; Lot 1 of Block 8; and Lot 1 of Block 9, inclusive, Lots 1 through 10 of Block 1; Lots 1 through 10 of Block 2; Lots 1 through 33 and Outlot C of Block 3; Lots 1 through 25 of Block 4; and Lots 1 through 13 of Block 5, inclusive, all in Gallery 23 East, a subdivision located in part of the NW ¼ of Section 17, Township 17, Range 9 east of the 6th P.M. in Dodge County, Nebraska.