

**SECOND AMENDMENT TO AMENDED AND RESTATED DECLARATION
OF COVENANTS, CONDITIONS, RESTRICTIONS
AND EASEMENTS OF WEST SHORES, A SUBDIVISION
IN DOUGLAS COUNTY, NEBRASKA**

This Second Amendment To Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements of West Shores, a Subdivision in Douglas County, Nebraska (the "Second Amendment to the Declaration"), to the Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements of West Shores, a Subdivision in Douglas County, Nebraska (the "Amended and Restated Declaration"), dated January 15, 2013, and recorded January 18, 2013, as Instrument No. 2013006361 of the Miscellaneous Records of the Register of Deeds of Douglas County, Nebraska, as amended by the First Amendment to Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements of West Shores, a subdivision in Douglas County, Nebraska ("First Amendment to the Declaration"), dated January 1, 2018 and recorded on March 16, 2018, as Instrument No. 2018019675 of the Miscellaneous Records of the Register of Deeds of Douglas County, Nebraska (the Amended and Restated Declaration and the First Amendment to the Declaration are together referred to as the "Declaration"), is dated March 22, 2019, and effective upon recording with the Register of Deeds (the "Effective Date") by the undersigned Owners of Lots covered by the Declaration.

WITNESSETH:

WHEREAS, the Declaration and the Second Amendment to the Declaration applies to the following described real property:

Lots 1 through 177, 180 through 242, and 246 through 294 in West Shores;
Lot 1, West Shores Replat 2, being a replat of Lots 178 and 179 West Shores, a
Subdivision in Douglas County, Nebraska (the "Property").

WHEREAS, the Owners of not less than 75% of the Lots covered by the Declaration desire to amend the Declaration and make the Property subject to the following amendments to the covenants, conditions, restrictions and easements set forth in the Declaration:

NOW, THEREFORE, pursuant to Article V (2) of the Declaration, the Owners of not less than 75% of the Lots covered by the Declaration as set forth in Exhibit "A" attached hereto, hereby declare that all of the Property hereinabove described shall be held, sold and conveyed subject to the following amendments to the easements, restrictions, covenants and conditions set forth in the Declaration and as amended herein, for the purpose of protecting the value and desirability of, and which shall run with all of

said Property, and shall be binding on all parties having any right, title or interest in said Property or any part thereof, and their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

The Declaration is amended as follows:

1. Article III (1) shall be amended by replacing that section (1) with the following:

1. Rules and Regulations. The Amended and Restated Conditions, Restrictions, Safety Rules, and Regulations for the West Shores Lake (“Lake Rules and Regulations”) for the use of the lake by the Owners and their guests were set forth in a document executed by the Declarant and Association on January 21, 2013. The Lake Rules and Regulations, and any future amendments thereto, shall be recorded as Exhibit A to the Declaration by filing with the Registrar of Deeds of Douglas County. All Owners and guests are hereby notified that they are bound by the Lake Rules and Regulations for the use of West Shores Lake established by the Declarant and/or Association, as such rules are now stated and amended from time to time in accordance with the voting procedures and requirements set forth therein and the provisions of these Covenants.

2. Article V shall be amended by adding the following new section (5), with subsections (a) through (g):

5. Electronic Voting.

a. Amendments to the Declaration, to the Lake Rules and Regulations, or to the bylaws of the Association may be made by utilizing an electronic voting system. Election of board members of the Association and any other matters requiring a vote of Lot Owners also may be made by utilizing an electronic voting system.

b. The electronic voting system shall be procured from a commercial provider that is not under the control of any Lot owners, an example of which is www.ElectionBuddy.com. The Association’s board shall appoint an individual, who may be a board member, to administer the operation of the electronic voting system on behalf of the Association.

c. In order for an owner to vote, the owner(s) of each Lot must submit to the Secretary of the Association a notarized statement (“Appointment of Electronic Voting Designee”), signed by all owners of the Lot, appointing a person, by name, email address and text capable mobile telephone number, who shall be the sole individual (“Electronic Voting Designee”) entitled to receive and cast an electronic vote on behalf of the Lot owners. The Appointment of Electronic Voting Designee shall be valid until a new Appointment of Electronic Designee is submitted or until ownership of the Lot is transferred to a third party. The failure of the owners of any Lot to submit an Appointment of Electronic Voting Designee shall not be grounds to invalidate any vote that occurs utilizing electronic voting.

d. Electronic votes shall occur at times and in the manner established by the Association’s board of directors, however, if an electronic vote on an amendment to the Declaration or to the Lake Rules and Regulations is (1)

requested by a vote of a majority of Lots represented at an Annual or Special Meeting of Members or (2) requested by written petition of twenty-five percent of Lot Owners, the Association's board of directors shall cause an electronic vote on said amendment to occur within 60 days of that meeting or request.

e. Notice of an election shall be delivered to the Electronic Voting Designee via email and text, with at least one reminder notice also sent by email and text. The Association shall endeavor to cause notices to be sent to all Electronic Voting Designees, however, the failure of any Electronic Voting Designee to receive notice shall not be grounds to invalidate an action that otherwise receives a sufficient number of votes.

f. An amendment to the Declaration or to the Lake Rules and Regulations that is made utilizing electronic voting shall become effective upon recording in the office of the Register of Deeds of the text of the amendment along with a statement executed under penalty of perjury by the President of the Association identifying (1) the electronic voting service utilized to receive and tabulate votes, (2) the date and time at which the election closed, (3) the lot number and name of each Electronic Voting Designee that voted in favor of the amendment. The recorded document shall include a statement under penalty of perjury by the individual appointed to administer the operation of the electronic voting system certifying that the statement accurately sets forth the results reported by the electronic voting service.

g. An amendment to the bylaws of the Association, or an election, or other any other vote that does not require recording with the Registrar of Deeds shall become effective upon publication by the Association of a statement under penalty of perjury by the individual appointed to administer the operation of the electronic voting system setting forth the results reported by the electronic voting service.

3. Except as otherwise amended herein, all of the terms and conditions of the Declaration shall remain in full force and effect as stated.

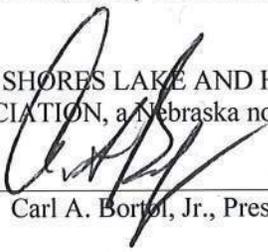
When this Second Amendment to the Declaration has been executed by the Owners of not less than 75% of the Lots covered by the Declaration, this instrument shall be recorded promptly with the Douglas County Register of Deeds, along with said signatures, thereby adopting this Second Amendment to the Declaration.

The signature page pertaining to each Lot shall be executed in separate counterparts, and thereafter assembled into a single document for recording.

If this Second Amendment to the Declaration is not executed by the Owners of at least 75% of the Lots covered by the Declaration on before December 2, 2019, or is not recorded along with said signatures with the Douglas County Register of Deeds by December 6, 2019, the Second Amendment to the Declaration, and all signatures pages pertaining thereto, shall be deemed null and void.

IN WITNESS WHEREOF, the undersigned, being the President of the West Shores Lake and Homeowners' Association, a Nebraska non-profit corporation, hereby executes this Second Amendment to the Declaration on behalf of the Association.

WEST SHORES LAKE AND HOMEOWNERS'
ASSOCIATION, a Nebraska non-profit corporation

By: 
Carl A. Bortol, Jr., President

STATE OF NEBRASKA
COUNTY OF DOUGLAS

On this 10 day of April, 2019, before me, the undersigned, a Notary Public in and for the State of Nebraska, personally appeared Carl A. Bortol, Jr., to me personally known or proven by satisfactory evidence, who being by me duly sworn, did say that he is the President of West Shores Lake and Homeowners' Association, a Nebraska non-profit corporation, executing the foregoing instrument as President of the Association, and acknowledged execution of the instrument to be his voluntary act and deed and the voluntary act and deed of the Association.


Notary Public



LOT _____

I/we, the undersigned Owner of a Lot in West Shores, a Subdivision in Douglas County, Nebraska, hereby vote to approve and approve the foregoing Second Amendment To Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements of West Shores, a Subdivision in Douglas County, Nebraska (“Second Amendment to the Declaration”).

The Second Amendment to the Declaration to which this signature page pertains is dated March 22, 2019, bears the notarized signature of the President of the Association.

If the Second Amendment to the Declaration is not executed by the Owners of at least 75% of the Lots covered by the Declaration on before December 2, 2019, or is not recorded along with said signatures with the Douglas County Register of Deeds by December 6, 2019, the Second Amendment to the Declaration, and all signatures pages pertaining thereto, shall be deemed null and void.

STATE OF NEBRASKA
COUNTY OF DOUGLAS

On this ___ day of _____, 2019, before me, the undersigned, a Notary Public in and for the State of Nebraska, personally appeared _____, to me personally known or proven by satisfactory evidence, who acknowledged execution of the instrument to be his/her voluntary act and deed.

Notary Public

STATE OF NEBRASKA
COUNTY OF DOUGLAS

On this ___ day of _____, 2019, before me, the undersigned, a Notary Public in and for the State of Nebraska, personally appeared _____, to me personally known or proven by satisfactory evidence, who acknowledged execution of the instrument to be his/her voluntary act and deed.

Notary Public

APPOINTMENT OF ELECTRONIC VOTING DESIGNEE

LOT _____

I/we, the undersigned Owner of the above referenced Lot(s) in West Shores, a Subdivision in Douglas County, Nebraska, hereby notify the West Shores Home Owner’s Association (“Association”) that I/we do hereby appoint the following person to be the sole individual (“Electronic Voting Designee”) entitled to receive and cast an electronic vote on behalf of the owners of said Lots(s):

Name: _____

Email: _____

Mobile: _____

The Electronic Voting Designee is authorized to provide the Association with written notice of change of email and mobile number, but is not authorized to change the identity of the named designee.

This Statement of Electronic Voting Designee shall become effective if and when an amendment to the Declaration of Covenants, Conditions, Restrictions and Easements of West Shores, a Subdivision in Douglas County, Nebraska, that provides for electronic voting becomes valid.

STATE OF NEBRASKA
COUNTY OF DOUGLAS

On this ___ day of _____, 2019, before me, the undersigned, a Notary Public in and for the State of Nebraska, personally appeared _____, to me personally known or proven by satisfactory evidence, who acknowledged execution of the instrument to be his/her voluntary act and deed.

Notary Public

STATE OF NEBRASKA
COUNTY OF DOUGLAS

On this ___ day of _____, 2019, before me, the undersigned, a Notary Public in and for the State of Nebraska, personally appeared _____, to me personally known or proven by satisfactory evidence, who acknowledged execution of the instrument to be his/her voluntary act and deed.

Notary Public