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RICHARD N. TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE



**AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS**

THIS AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS is made the date hereinafter set forth by West Bay, Inc., a Nebraska corporation, hereinafter referred to as "Declarant".

RECITALS

A. On September 9, 1994, a Declaration of Covenants, Conditions, Restrictions and Easements for Dickinson's Landing in Douglas County, Nebraska ("Declaration") for Lots one (1) through two hundred twenty-nine (229), inclusive, in Dickinson's Landing, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska, was recorded by Declarant in the office of the Register of Deeds of Douglas County, Nebraska in Miscellaneous Book 1129 at Page 719.

B. Article V., General Provisions, Paragraph 2. of the Declaration provides that the Declaration may be amended by the Declarant or any person, firm, corporation, partnership, or entity designated in writing by Declarant in any manner which it may determine in its full and absolute discretion for a period of ten (10) years from the date hereof.

NOW, THEREFORE, Declarant whereby declares that the Declaration recorded on September 9, 1994 in Miscellaneous Book 1129 at Page 719 in the office of the Register of Deeds of Douglas County, Nebraska should be and hereby is amended as follows:

1. Article I, paragraph 3 is hereby amended by deleting from the third and fourth lines thereof the following words: "antenna, satellite receiving station ("dish"), solar heating or cooling device, tool shed, windmill and wind generating equipment and inserting therein as the first sentence thereof the following:

At no time shall any of the following be allowed to be constructed, erected, placed or permitted to remain on any lot: dog runs, antennas, satellite dishes larger than 24" in diameter, solar heating or cooling devices, a detached shed, or wind generating equipment.

2. Article I, paragraph 8 shall be amended by deleting therefrom the first sentence and inserting therein as the first sentence the following:

No boat, camper, trailer, auto-drawn or mounted trailer of any kind, mobile home, truck, aircraft, camper truck or similar chattel shall be maintained or stored on any part of a lot (other than an enclosed structure) for more than seven (7) days in any calendar year.

3. Article I, paragraph 13. The term "dog run" shall be deleted.

RETURN: Walsh Fullenkamp & Doyle
11440 West Center Road
Omaha NE 68144

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4. The first sentence of Article IV, subparagraph B and Article IV, paragraph D. shall be amended by changing the period at the end of the sentence to a comma and adding the following:

enforcement of the Article I restrictions and covenants, promoting and maintaining the general aesthetic appearance and upkeep of the entire area and otherwise promoting and sustaining the Association's business.

5. Article V, paragraph 1 will be amended by adding after Declarant, "the Dickinson's Landing Homeowners Association, Inc."

6. Article V, paragraph 2 by deleting therefrom the last sentence thereof and adding in its place and stead the following:

Declarant may, for a period of ten (10) years from the date hereof, amend Article I, paragraph 2 for a maximum of ten (10) lots by reducing the square foot requirements by a maximum of ten (10%) percent. Until such time as all lots are improved, Declarant shall have the right to waive any one or more of the restrictions and covenants of Article I, except paragraph 2 thereof for hardship or other good cause.

All other terms of said Declaration shall remain in full force and effect.

Dated this ___ day of August, 1997.

WEST BAY, INC.

By

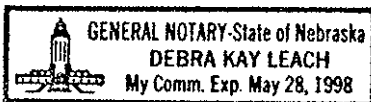
Thomas E. Smith, President

STATE OF NEBRASKA)

) ss.

COUNTY OF DOUGLAS)

On this 2nd day of August, 1997, the foregoing instrument was acknowledged before me, a Notary Public, by Thomas E. Smith, President of West Bay, Inc., acting on behalf of said corporation.



Debra Kay Leach
Notary Public