

AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS,  
CONDITIONS, RESTRICTIONS, RESERVATIONS, AND  
EASEMENTS FOR LOTS ONE (1) THROUGH TWELVE (12)  
INCLUSIVE AND LOTS FOURTEEN (14) THROUGH  
SEVENTEEN (17) INCLUSIVE IN FOWLER ACRES, A  
SUBDIVISION IN SARPY COUNTY, NEBRASKA,  
AS SURVEYED, PLATTED, AND RECORDED

ARTICLE VII of the Covenants is amended as follows:

ARTICLE VII  
ENFORCEMENT AND PENALTIES

a) Enforcement of these covenants and restrictions may be brought by the undersigned, their legal representative, the Homeowners' Association, or any owner of a Lot by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, to restrain violation, to compel compliance with any covenant or restriction, to correct any violation, to recover damages, including, but not limited to, any penalties, attorney fees, interest, or costs assessed in subsection (b) of this Article VII, and/or to enforce any lien created by these covenants against the land. Failure by the undersigned, their legal representative, the Homeowners' Association, or any Owner to enforce any covenant or restriction therein contained shall in no event be deemed a waiver of the right to do so thereafter. However, nothing herein contained in this Declaration shall in any way be construed as imposing upon the undersigned, their legal representative, the Homeowners' Association, or Owners any liability, obligation or requirement to enforce this Declaration or any of the provisions contained herein.

b) In addition to any right or remedy set forth in subsection (a) of this Article VII and any right or remedy set forth in any other Article of the Covenants, the Homeowners' Association may assess a daily penalty in an amount determined by the Homeowners' Association against any person or persons violating or attempting to violate any covenant or restriction. The person or persons violating said covenant or restriction shall also be liable for any attorney fees, interest, or other costs or expenses incurred by the Homeowners' Association in enforcing the covenants and restrictions or taking any action to correct or

95-04476A

remedy any violation. Any penalty assessed by the Homeowners' Association or attorney fee, interest, cost, or expense incurred by the Homeowners' Association, shall be a lien against the lot owned by the person or persons violating the covenants or restrictions until said person pays all sums due to the Homeowners' Association. ~~Before assessing any penalty, attorney fee, interest, cost, or expense, the Homeowners' Association shall notify in writing the person or persons violating the covenants or restrictions of the violation and allow said person or persons thirty (30) days to correct or remedy the violation to the satisfaction of the Homeowners' Association. If the violation is not corrected within thirty (30) days after written notice to the person or person violating the covenant or restriction, the Homeowners' Association may then assess the penalty, attorney fee, interest, cost, or expense.~~

DATED: April 5, 1995.

FILED INSTRUMENT NUMBER

95-04476

95 APR 10 PM 1:09

Sharon J. [Signature]  
REGISTRY OF DEEDS

Counter S ✓  
Verify M  
D.E. V  
Proof V  
Film \_\_\_\_\_  
Mail \_\_\_\_\_  
Fee # 23.00  
 Cash  Chq

[Signature]  
[Signature]  
[Signature]  
Ross M. Tuccello  
Cathy Van Haute  
Robert N. Van Haute  
[Signature]  
[Signature]  
[Signature]  
[Signature]

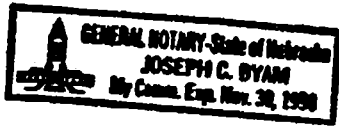
95-04476 B

Jan M. Innam  
Linda J. Wade  
Deborah Jucatto  
Mary K. Fowler

STATE OF NEBRASKA)  
COUNTY OF SARPY ) ss

On this 5th day of April, 1995, before me, a Notary Public duly commissioned and qualified in and for said County, personally came the foregoing owners of lots in Fowler Acres, personally known to me to be the identical persons who signed the foregoing instrument, and they acknowledged the execution thereof to be their voluntary act and deed.

Witness my hand and notarial seal the day and year last above written.



[Signature]  
Notary Public