

FILED SARPY CO. NE.
INSTRUMENT NUMBER
2004 - 23202

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AMENDMENT TO PROTECTIVE COVENANTS

REGISTER OF DEEDS

THIS AMENDMENT TO PROTECTIVE COVENANTS is made the date hereinafter set forth by Hillview Development, L.L.C., a Nebraska limited liability company (hereinafter "Declarant").

RECITALS

A. On October 23, 2002, a document entitled Declaration of Covenants, Conditions, Restrictions and Easements of Hillview Subdivision in Sarpy County, Nebraska (hereinafter the "First Declaration") for Lots 1 through 65, inclusive, all in Hillview, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska, was recorded by Hillview Development, L.L.C., as Declarant, in the office of the Register of Deeds of Sarpy County, Nebraska as Instrument No. 2002-42198.

B. On September 4, 2003, a document entitled Declaration of Covenants, Conditions, Restrictions and Easements of Hillview Subdivision in Sarpy County, Nebraska (hereinafter the "Second Declaration") for Lots 1 through 65, inclusive, all in Hillview, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska, was recorded by Hillview Development, L.L.C., as Declarant, in the office of the Register of Deeds of Sarpy County, Nebraska as Instrument No. 2003-50105.

C. Article III, Section 3 of the First Declaration and Second Declaration provides that for a period of ten (10) years, the Declarant shall have the right to amend the Declarations.

NOW, THEREFORE, Declarant hereby declares that the First Declaration recorded on October 23, 2002 as Instrument No. 2002-42198 in the office of the Register of Deeds of Sarpy County, Nebraska and the Second Declaration recorded on September 4, 2003 as Instrument No. 2003-50105 in the office of the Register of Deeds of Sarpy County, Nebraska both should be and hereby are amended in the following manner:

I. by deleting therefrom Section 13 of Article I and adding in its place and stead the following:

13. No fence shall be permitted unless approved in writing by Declarant after submission of fencing plans. No fence shall be permitted to extend beyond the front line of a main residential structure. Unless other materials are specifically approved in writing by Declarant, fences shall only be composed of white plastic vinyl-coated fencing or black plastic vinyl coated chain link fencing. No fences or walls shall exceed a height of six (6) feet. Any fences, hedges or mass planted shrubs installed by or at the direction of the Declarant shall not be subject to the provisions of this paragraph. In no event shall wrought iron, wood or non-black plastic vinyl coated chain link fences be allowed within the Hillview subdivision.

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

Dated this 18th day of June 2004.

HILLVIEW DEVELOPMENT, L.L.C.,

By

JoAnne Sharples Member
JoAnne Sharples, Member

R&R Fullertamp, Doyle + Johnson
11440 W. Center Rd
Omaha, NE 68114

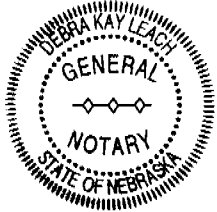
23202

2004-23207A

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 18th day of June 2004, the foregoing instrument was acknowledged before me, a Notary Public, by JoAnne Sharples, Member of Hillview Development, L.L.C., who acknowledged the execution of said instrument to be her voluntary act and deed on behalf of said limited liability company.

Debra Kay Leach
Notary Public



MY COMMISSION EXPIRES:
May 28, 2006