

FILED SARPY CO. NE
INSTRUMENT NUMBER
200408378

2004 MAR 11 A 10:37

Glenn J. Downing

REGISTER OF DEEDS

COUNTER	<i>[Signature]</i>	C.E.	<i>[Signature]</i>
VERIFY	<i>[Signature]</i>	D.E.	<i>[Signature]</i>
PROOF	<i>[Signature]</i>		
FEE \$	<u>23.50</u>		
CHECK#	<u>32200</u>		
CHG		CASH	
REFUND		CREDIT	
SHORT		NCR	

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**AMENDMENT NO. 1 TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
MILLARD PARK SOUTH 2**

This Amendment No. 1 to Declaration of Covenants (herein "Amendment") is made on the date hereinafter set forth by Marasco, Inc., a Nebraska corporation, hereinafter referred to as the "Owner".

WITNESSETH:

WHEREAS, Owner is the owner of more than seventy-five percent (75%) of the following described lots:

Lots 330 through 346, inclusive in Millard Park South 2, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska.

WHEREAS, the foregoing described lots are subject to a certain Declaration of Covenants, Conditions and Restrictions for Millard Park South 2 recorded on July 9, 2003, as Instrument No. 2003-37627 in the Register of Deeds Office of Sarpy County, Nebraska (herein "Declaration of Covenants").

WHEREAS, the Owner pursuant to Article VI B. of the Declaration of Covenants has the right to amend the Declaration of Covenants because the Owner is owner of more than seventy-five percent (75%) of the lots that are affected by the Declaration of Covenants, which Amendment is more particularly hereinafter set forth.

WHEREAS, Dodge Land Co. as Declarant under the Declaration of Covenants has executed its written consent to this Amendment pursuant to Article VI B. of the Declaration of Covenants.

NOW, THEREFORE, it is hereby agreed as follows:

*R+R
2053*
*David Kinnamon, Erickson & Sedarstrom
10330 Regency Parkway Drive
Omaha NE 68114
PC*

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1. The Owner hereby amends the Declaration of Covenants by substituting the following paragraph in lieu of the existing Paragraph 2a. of Article III, Section A of the Declaration of Covenants:

a. Each one story dwelling unit shall contain no less than one thousand one hundred (1,100) square feet of Living Area above the basement level and exclusive of garage area.

2. The Owner hereby amends the Declaration of Covenants by substituting the following paragraph in lieu of the existing Paragraph 3 of Article III, Section B of the Declaration of Covenants:

3. Exposed portions of the foundation on the front of each dwelling are to be covered with clay-fired brick or stone even if a portion of those exposed foundations may be perpendicular, or nearly so, to the affronting street. Exposed portions of the foundation on the rear or sides not facing a street of a dwelling located on a corner lot, and the exposed portion of the foundation on the sides and rear of every other dwelling shall be covered with clay-fired brick, stone, siding or shall be painted.

3. Except for the revisions contained herein in this Amendment all terms, covenants and conditions of the original recorded Declaration of Covenants shall remain unmodified and in full force and effect.

IN WITNESS WHEREOF, the undersigned has executed this Amendment this 20th day of February, 2004.

MARASCO, INC.

By: [Signature], Pres.
Ralph D. Marasco, Its President

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 20th day of February, 2004, by Ralph D. Marasco, President of MARASCO, INC., a Nebraska corporation, on behalf of the corporation.



[Signature]
Notary Public


2004-08378 B

CONSENT TO AMENDMENT

Dodge Land Co., as Declarant under the Declaration of Covenants, hereby consents to the foregoing Amendment.

Dated this 2nd day of March, 2004.

DODGE LAND CO., a Nebraska corporation

By: 
W.L. Morrison, Jr., President