



MISC 2005124022



OCT 03 2005 15:32 P 3

Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE



10/3/2005 15:32:06.75
2005124022

**THIS PAGE INCLUDED FOR INDEXING
PAGE DOWN FOR BALANCE OF INSTRUMENT**

MISC FEE 80⁵⁰ OC-29185 - Pacific Pointe
FB OC-29186 - Pacific Pointe Bp 1

3/131 BKP C/O COMP E^W

L

DEL SCAN FV

33965

AMENDMENT TO COVENANTS

THIS AMENDMENT TO COVENANTS is made the date hereinafter set forth by PACIFIC POINTE, L.L.C., a Nebraska limited liability company.

RECITALS

A. On October 29, 2004, a document entitled Declaration of Covenants, Conditions, Restrictions and Easements of Pacific Pointe, a Subdivision in Douglas County, Nebraska (hereinafter the "Declaration") for Lots One (1) through One Thirty-four (134), inclusive, in PACIFIC POINTE, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska, was recorded by Pacific Pointe, L.L.C., as Declarant, in the office of the Register of Deeds of Douglas County, Nebraska as Instrument No. 2004141905. Lots 40 - 49, inclusive, and Lots 51 - 58, inclusive, all in PACIFIC POINTE are now known as Lots One (1) through Fifteen (15), inclusive, in PACIFIC POINTE REPLAT ONE.

B. Article IV, Section 3 of the Declaration provides that for a period of ten years, the Declarant as Developer shall have the right to amend the Declaration.

NOW, THEREFORE, Declarant as Developer hereby declares that the Declaration recorded of record in the office of the Register of Deeds of Douglas County, Nebraska as Instrument No. 2004141905 should be and hereby are amended in the following manner:

I. by deleting Paragraph 1 of Article I of the Declaration in its entirety and adding in its place and stead the following:

All Lots in PACIFIC POINTE, including replats thereof, shall be used exclusively for single-family residential purposes; except that Lots One (1) through Fifteen (15), inclusive, all in PACIFIC POINTE REPLAT ONE and Lots Thirty-five (35) through Thirty-nine (39), all in PACIFIC POINTE which shall be used solely for detached or attached villa or townhome use, and except for such Lots or parts thereof as may hereafter be conveyed or dedicated by Declarant, or its successors and assigns, for use in connection with a Common Facility, or as a church, school, park or for other non-profit use.

II. by deleting Paragraph 3 of Article I of the Declaration in its entirety and adding in its place and stead the following:

Except for Lots One (1) through Fifteen (15), inclusive, all in PACIFIC POINTE REPLAT ONE and Lots Thirty-five (35) through Thirty-nine (39), all in PACIFIC POINTE which shall be used solely for detached or attached villa or townhome use, no single family residence shall be created, altered, placed or permitted to remain on any other Lot within PACIFIC POINTE, other than one detached single family dwelling, with an attached two- or three-car garage, which does not exceed two stories in height. Such dwellings on any Lot shall conform to the surrounding dwellings of similar regime and any general scheme or plans formulated by Declarant. All Improvements on any Lot shall comply with all side yard and set back requirements of the Zoning Code of Douglas County, Nebraska and any other applicable laws of any governing authority. Architectural Control Committee will have sole discretion on approving plan size and appearance.

FULLENKAMP, DOYLE & JOBEUN
11440 WEST CENTER ROAD
OMAHA, NEBRASKA 68144-4482

III. by deleting Paragraph 21 of Article I of the Declaration in its entirety and adding in its place and stead the following:

Except for Lots One (1) through Fifteen (15), inclusive, all in PACIFIC POINTE REPLAT ONE and Lots Thirty-five (35) through Thirty-nine (39), all in PACIFIC POINTE which shall be used solely for detached or attached villa or townhome use, no residence shall be constructed on any Lot unless the entire Lot as originally platted is owned by one owner of such Lot, except if parts of two or more platted Lots have been combined into one Lot which is at least as wide as the narrowest Lot on the original plat, and is as large in area as the largest Lot in the original plat.

All other provisions of the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has caused these presents to be executed this 30 day of September 2005.

PACIFIC POINTE, L.L.C., Declarant,

By: [Signature]
Thomas Falcone, Member

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 30th day of September 2005, the foregoing instrument was acknowledged before me, a Notary Public, by Thomas Falcone as Member of Pacific Pointe, L.L.C., a Nebraska limited liability company, who acknowledged the execution of said instrument to be his voluntary act and deed on behalf of said entity.



[Signature]
Notary Public