



MISC 2010014492



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Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
2/17/2010 14:51:15.98



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SECOND AMENDMENT TO COVENANTS

THIS SECOND 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. Lots 17 through 22 PACIFIC POINTE are now known as Lots 5 and 7 PACIFIC POINTE REPLATE TWO, Lot 1 PACIFIC POINTE REPLAT THREE, and Lots 1 and 2 PACIFIC POINTE REPLAT 4. 75-29185
Rep 1
75-29186
Rep 2
75-29189

B. On October 3, 2005, a document entitled Amendment to Covenants amending the Declaration was recorded in the Douglas County Register of Deeds as Instrument No. 2005124022. Rep 3
75-29194

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. 75-29196

NOW, THEREFORE, Declarant as Developer hereby declares that the Declaration and Amendment to Covenants recorded of record in the office of the Register of Deeds of Douglas County, Nebraska as Instrument No. 2004141905 and Instrument No. 2005124022 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), inclusive, and Lot 50, 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:

RETURN TO:
FULLENKAMP, DOYLE & JOBEUN
11440 WEST CENTER ROAD
OMAHA, NEBRASKA 68144-4482
ATTN:

✓ 040502

CONSENT OF OWNER OF LOT 50

Whit Smith Construction, Inc., a Nebraska corporation, the legal owner of Lot 50, Pacific Pointe, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska does hereby consent to this Second Amendment and consents to the more restrictive Covenant being placed against Lot 50, Pacific Pointe.



WHIT SMITH CONSTRUCTION, INC., a
Nebraska corporation,

A handwritten signature in black ink, appearing to read "Whit Smith".

Whit Smith, President

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 20 day of January, 2010 by Whit Smith, President on behalf of Whit Smith Construction, Inc., a Nebraska corporation.

A handwritten signature in black ink, appearing to read "Karen J. Fries".

Notary Public