



BK 1460 PG 033-035



MISC 2002 21187

RICHARD N. TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

2002 SEP -6 PH 3: 29

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Omaha, NE 68124

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**FIRST AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS OF
QUAIL HOLLOW, A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA**

This First Amendment to Declaration of Covenants, Conditions, Restrictions and Easements of Quail Hollow, a Subdivision in Douglas County, Nebraska (the "Declaration") is made on the date hereinafter set forth by Pacesetter Homes, Inc., a Nebraska corporation, hereinafter referred to as "Declarant".

1. The Declarant executed a Declaration of Covenants, Conditions, Restrictions and Easements covering the real property described as: Lots One (1) through One-Hundred Seventeen (117) inclusive, and Lots One Hundred Twenty-one (121) through One Hundred Forty-two (142) inclusive in Quail Hollow, a Subdivision, as surveyed, platted and recorded in Douglas County, Nebraska. The Declaration was dated June 1, 2001, and was filed for record in the Office of the Register of Deeds of Douglas County, Nebraska on June 8, 2001 in Book 1385 at Pages 55 through 63, inclusive. Lots Eighty (80) and Eighty-One (81) have subsequently been replatted as Lots One (1) and Two (2), Quail Hollow Replat 1 and are subject to the same Declaration.

2. Pursuant to the terms and conditions of Article IV, Section 2 of the Declaration, Declarant, for a period of ten (10) years from the date of the Declaration, reserved the right to amend the Declaration.

3. Declarant hereby amends Article I, Section 10 of the Declaration in its entirety to read as follows:

- 10. Storage, Parking, Maintenance, and Keeping of any "Vehicle" on any Lot
 - a) No boat, camper, trailer, auto-drawn or mounted trailer of any kind, mobile home, truck mounted camper, aircraft, camper truck or similar chattel shall be maintained or stored on any part of a Lot (other than

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✓ 142199

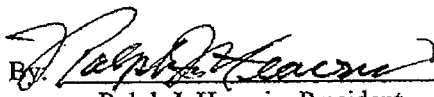
in an enclosed structure) for more than three (3) consecutive days and no more than twenty (20) days combined within any calendar year.

- b) No grading or excavating equipment, tractors or semi-trailers or other commercial vehicles shall be stored, parked, kept or maintained in any yards, driveways, or streets.
- c) Only motor vehicles, other than listed in 10(a) and 10(b), and "light-duty" trucks may be parked or stored outside on any Lot on a regular basis, providing they are driven on a regular basis by the occupants of the dwelling located on such Lot. "Light-duty" truck shall mean any truck having less than a 9200 pound Gross Vehicle Weight reading ("GVW") and having a single rear-wheeled axle.
- d) This section 10 does not apply to trucks, tractors or commercial vehicles which are necessary for the construction of residential dwellings during the period of construction. All residential Lots shall provide at least the minimum number of off street parking areas or spaces for private passenger vehicles required by the applicable ordinances of the City of Omaha, Nebraska.

4. In all other respects, the Declaration heretofore executed is hereby ratified and confirmed in its original form.

IN WITNESS WHEREOF, Declarant has executed this First Amendment to Declaration of Covenants, Conditions, Restrictions and Easements of Quail Hollow, a Subdivision in Douglas County, Nebraska this 30 day of August, 2002.

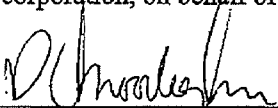
PACESETTER HOMES, INC. a Nebraska corporation

By: 
Ralph J. Heavrin, President

STATE OF NEBRASKA)
) SS:
DOUGLAS COUNTY)

The foregoing instrument was acknowledged before me this 30 day of August, 2002 by Ralph J. Heavrin, President of Pacesetter Homes, Inc., a Nebraska corporation, on behalf of the corporation.





Notary Public

First Amendment to Covenants at Quail Hollow (00202730.WPD;1)