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MISC 2001 20062

RICHARD M. TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE.

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THIRD AMENDMENT TO PROTECTIVE COVENANTS

THIS THIRD AMENDMENT TO PROTECTIVE COVENANTS is made the date hereinafter set forth by Wiese Development Corporation, a Nebraska corporation ("Declarant").

RECITALS

A. On September 18, 1997, a document entitled Declaration of Covenants, Easements, and Restrictions (hereinafter the "Declaration") was filed of record against Lots One (1) through Twenty-nine (29), inclusive, SHILOH RANCHES, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska, by Declarant, in the office of the Register of Deeds of Douglas County, Nebraska as Miscellaneous Book 1222 Page 550, as amended in Miscellaneous Records, Book 1248 Page 117 and Miscellaneous Records, Book 1314 Page 590.

B. Paragraph 2 of the Declaration provides that the Declarant "reserves the exclusive right to modify, alter or waive any provision contained in [the] Declaration by means of a recorded written instrument as to any Lot or Lots in cases where the undersigned deems it necessary and advisable because of unusual circumstances or to prevent hardship." Further, although not required for this amendment, Declarant also owns more than seventy-five (75%) of the Lots located in the subdivision known as Shiloh Ranches.

NOW, THEREFORE, Declarant hereby declares that the Declaration recorded on September 18, 1997 at Miscellaneous Book 1222 Page 550 in the office of the Register of Deeds of Douglas County, Nebraska should be and hereby are amended in the following manner:

1. Paragraph 4 shall be amended in its entirety as follows:

4. Prior to any construction, grading, or landscaping on any Lot, the owner of such Lot must first submit plans, including construction, grading and landscaping plans, to the Declarant and secure Declarant's written approval thereof. The decision of the Declarant regarding building design, placement of the improvements on each Lot, landscaping and other issues shall be in Declarant's sole and absolute discretion. All plans submitted to the Declarant shall include site plans showing the location of the residence, other buildings, structures, and improvements, including landscaping and watering systems. The plans shall include at least four (4) exterior elevations, exterior materials, floor plan, foundation plan, plot plan, landscaping plan, drainage plan, watering plan and site lines. Any such plans shall also include the plans, specifications and diagram for the septic system. The landscaping plan shall include specified trees, shrubs, plants, and grasses. The watering system plan shall reflect number of zones, units per zone and projected flow per unit. In the event an owner of a Lot contemplates construction of a fence, such plans shall include the type of material to be used and the location thereof. Any plans submitted to the Declarant will not be returned. Within thirty (30) days after receipt of the plans, the Declarant shall either notify the owner of the Lot in writing of its approval or the plans shall be deemed disapproved.

2. Paragraph 5 (k) shall be added to the Declaration from its inception, as follows:

5. (k) Except for any landscaping already installed as of the date of this Amendment, all landscaping for all Lots shall be of Xeriscape-type design, promoting water conservation, and as such, shall be planted with any variety of buffalo grass, zoysia grass, bermuda grass or drought tolerant prairie grass. Any watering system on any Lot shall be subject to reasonable rates, fees, rules and regulations of Sanitary and Improvement District No. 419 of Douglas County, Nebraska, which may include watering restrictions and/or assigned watering days and times.

FULLENKAMP, DOYLE & JOBEUN
11440 WEST CENTER ROAD
OMAHA, NEBRASKA 68144-4482
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All other terms of said Declaration shall remain in full force and effect.

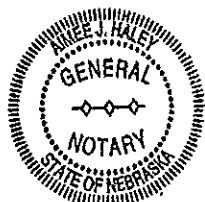
Dated this 6 day of DECEMBER 2001.

WIESE DEVELOPMENT CORPORATION, a Nebraska corporation,

By: Merritt Wiese
Merritt Wiese, President

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 6 day of DECEMBER 2001, the foregoing instrument was acknowledged before me, a Notary Public, by Merritt Wiese, President of Wiese Development Corporation, a Nebraska corporation, known personally to me, who acknowledged the same to be his voluntary act and deed on behalf of said corporation.



MY COMMISSION EXPIRES
May 26, 2002

Anne J. Haley
Notary Public