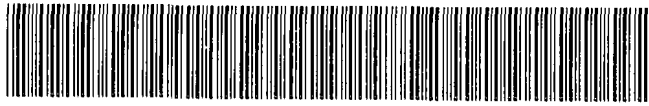




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 Register of Deeds, Douglas County, NE
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**AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS
AND EASEMENTS FOR SOUTHPOINTE ESTATES**

THIS AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR SOUTHPOINTE ESTATES, is made on the date hereinafter set forth by PAC 211, L.L.C., a Nebraska limited liability company, hereinafter referred to as "Declarant."

WITNESSETH:

WHEREAS, a Declaration of Covenants, Conditions, Restrictions, and Easements for Southpointe Estates was recorded in the office of the Register of Deeds for Douglas County, Nebraska, on February 6, 2014, as Instrument No. 2014009769.

WHEREAS, Article X, Section 3 of said Declaration of Covenants, Conditions, Restrictions, and Easements for Southpointe Estates permits the Declarant to amend said Declaration of Covenants, Conditions, Restrictions, and Easements for Southpointe Estates in Declarant's full and absolute discretion for a period of seven (7) years.

NOW, THEREFORE, Declarant hereby amends the Declaration of Covenants, Conditions, Restrictions, and Easements for Southpointe Estates that was recorded in the office of the Register of Deeds for Douglas County, Nebraska, on February 6, 2014, as Instrument No. 2014009769, by replacing Articles VI, Section 9, in its entirety, with the following as the new Article VI, Section 9:

"Section 9. Exterior lighting installed on any Lot shall either be indirect or of such a controlled focus and intensity as not to disturb the residents of adjacent Lots. No fence shall be permitted to extend beyond the rear or back line of a main residential structure unless written approval is first obtained from the Declarant or except as permitted hereafter. No chain link fences or vinyl covered chain link fences shall be permitted, except, however, Declarant shall be permitted to erect a chain link fence along that part of the west boundary of Outlot A and Lot 10 of Southpointe Estates that is part of the perimeter of the Southpointe Estates subdivision in order to prevent unauthorized access to said Outlot A and Lot 10 of Southpointe Estates and to protect said Common Area and the Properties from said unauthorized access. Except as otherwise permitted herein, fences for each Lot or Villa Lot must be wrought iron look-alike to be considered for approval. No hedges or mass planted shrubs shall be permitted more than ten (10) feet in front of the front building line. All produce or vegetable gardens shall be maintained only in rear yards."

Return to:
 Daniel D. Walsh
 Attorney at Law
 4780 South 131st St, #132
 Omaha NE 68137

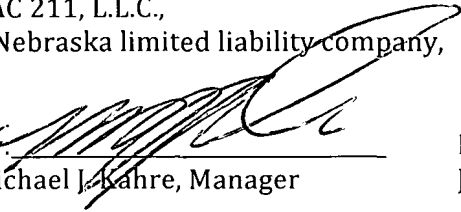


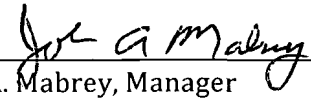
The Declarant hereby declares that all the Properties described on the attached Exhibit A shall be held, sold and conveyed subject to this Amendment to Declaration of Covenants, Conditions, Restrictions, and Easements for Southpointe Estates, which is for the purpose of protecting the Common Areas and Properties, and which shall run with the land and be binding on all properties having any right, title or interest in the Properties described on the attached Exhibit A.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto executed this document on this 11th day of December, 2014.

DECLARANT:

PAC 211, L.L.C.,
a Nebraska limited liability company,

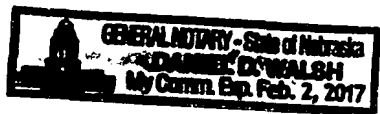
By: 
Michael J. Kahre, Manager

By: 
John A. Mabrey, Manager

State of Nebraska)
) ss.
County of Douglas)

On this 11 day of December, 2014, before me, a Notary Public in and for said county and state, personally came Michael J. Kahre and John A. Mabrey, Managers of PAC 211, L.L.C., a Nebraska limited liability company, known to me to be the identical person who executed the above instrument and acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of said limited liability company.

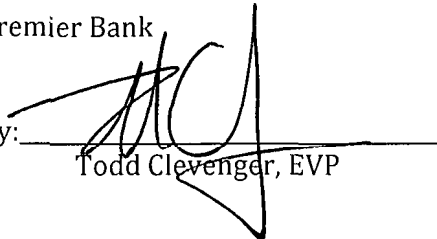

Notary Public



CONSENT AND RATIFICATION


The undersigned hereby consents to all of the terms contained in this document, consents to the recording of this document in the office of the Register of Deeds of Douglas County, Nebraska, and consents to be bound to the terms of this document.

Premier Bank

By: 
Todd Clevenger, EVP

State of Nebraska)
) ss.
County of Douglas)

On this 11th day of December, 2014, before me, a Notary Public in and for said county and state, personally came Todd Clevenger, Executive Vice President of Premier Bank, a Nebraska corporation, known to me to be the identical person who executed the above instrument and acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of said corporation.



Notary Public



Exhibit A

Lots 10 thru 46, inclusive, and Outlots A, B, C, D, E and F, all in SOUTHPOINTE ESTATES, a subdivision located in Douglas County, Nebraska, as surveyed, platted and recorded,

OC-36585

and

Lots 1 thru 9, inclusive, all in SOUTHPOINTE ESTATES REPLAT 1, a subdivision located in Douglas County, Nebraska, as surveyed, platted and recorded,

OC-36586