

AMENDMENT TO DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR WESTERN TRAILS III  
LOTS 1 THROUGH 29

THIS AMENDMENT TO DECLARATION made on the date hereinafter set forth by PETTEGREW BUILDERS, INC., a Nebraska Corporation, hereinafter referred to as the "Declarant",

W I T N E S S E T H:

WHEREAS, the Declarant recorded a certain Declaration of Covenants, Conditions and Restrictions (herein referred to as the "Declaration") in Book 742, Page 679 of the records of the Register of Deeds of Douglas county, Nebraska, for and against the following described real property:

Lots 1 through 29, inclusive, of Western Trails III, a subdivision, as surveyed, platted and recorded in Douglas county, Nebraska, and

WHEREAS, Article V.B. of the Declaration provides that it may be amended by the Declarant, or any person, firm, corporation, partnership, or entity designated in writing by the Declarant, in any manner it shall determine in its full and absolute discretion for a period of five (5) years from the date of the Declaration,

WHEREAS, by this document the Declarant hereby desires to amend the Declaration,

NOW, THEREFORE, the Declarant hereby amends said Declaration as follows:

1. A new Article VI shall be added to said Declaration which shall read as follows:

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misc - J.

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GEORGE J. BUGLEWICZ  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NEBR.

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**ARTICLE VI  
NOTICE OF POTENTIAL TELEPHONE FACILITIES CHARGE**

In the event that ninety percent (90%) of all the Lots 1 through 29, inclusive, of Western Trails III are not improved within five (5) years from the date that Northwestern Bell Telephone Company shall have completed the installation of its distribution system for said Lots 1 through 29, inclusive, and filed notice of such completion ("Five Year Term"), then every Lot that is unimproved at the end of the Five Year Term shall be subject to a charge of Four Hundred Fifty Dollars (\$450.00) by Northwestern Bell Telephone Company or its successors. A Lot shall be considered as unimproved if construction of a permanent structure has not commenced on that lot. Construction shall be considered as having commenced if a footing inspection has been made on the lot in question by officials of the City or other appropriate governmental authority.

Each development phase of the Western Trails Subdivision shall be considered separately in determining whether ninety percent (90%) of the Lots within that Phase have been improved within the Five (5) Year Term. Lots 1 through 29 Western Trails III shall be considered a separate phase. In determining the date Northwestern Bell Telephone Company shall have completed the installation of its distribution system, each development phase shall also be considered separately.

Such charge shall be due and owing immediately upon the expiration of the Five Year Term, and if such charge is not paid within sixty (60) days after the sending of written notice by Northwestern Bell Telephone Company or its successors to the owner of an unimproved Lot that such charge is due, then such charge will begin drawing interest commencing upon the expiration of the 60 day period at the rate of twelve percent (12%) per annum, or the maximum rate allowed by law if said maximum rate is less than twelve percent (12%) per annum at that time.

2. Except for the addition of said Article VI, all of the provisions of the Declaration shall remain in full force and effect.

DATED this 8<sup>th</sup> day of August, 1986.

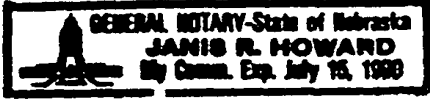
DECLARANT:

PETTEGREW BUILDERS, INC. a  
Nebraska Corporation,

By: Robert P. Pettegrew  
Robert P. Pettegrew,  
President

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

Subscribed and sworn to before me and in my presence  
this 8<sup>th</sup> day of August, 1986 by ROBERT P. PETTEGREW,  
President of PETTEGREW BUILDERS, INC., a Nebraska corporation .



Janis R. Howard  
Notary Public