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290-744

FIRST AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

THIS first amendment to the Declaration of Covenants, Conditions and Restrictions of the Allen Hills Subdivision is made and entered into this 19th day of October, 1998 by Heartland Acreage Developers, Inc., a Nebraska corporation, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the developer of the Allen Hills Subdivision more particularly described as lots 1-63, inclusive, in Allen Hills Subdivision, a subdivision of Washington County, Nebraska, and

WHEREAS, pursuant to the terms and provisions of the Declaration of Covenants, Conditions and Restrictions recorded against the Allen Hills Subdivision at Book 285 Pages 8-19 on June 30th, 1998, in the land records of Washington County, Nebraska, Declarant being the owner of at least thirty-five percent (35%) of the lots in such subdivision, hereby amends the Declaration of Covenants, Conditions and Restrictions ("Declaration") as follows:

1. By deleting the definition of "Green Space" contained in page 2 of the Declaration in its entirety and replacing such definition with the following:

"Green Space" shall mean the area designated as green space on the recorded plat of Allen Hills Subdivision which is subject to a conservation easement granted to the Audubon Society of Omaha and any other entity to which the conservation easement is transferred or assigned. Any activity that is proposed to take place in the green space must be coordinated with the Audubon Society of Omaha as required by the conservation easement recorded with reference thereto.

2. Section W.2. shall be amended by deleting from the first sentence of such section the language "and on the green space."

3. By deleting the definition of "Association" contained on page 2 of the Declaration in its entirety and replacing such definition with the following:

"Association" shall mean or refer to Allen Hills Association, Inc., a Nebraska non-profit corporation of which each owner shall be a member. In addition, the Audubon Society of Omaha shall be an ex-officio member of the association.

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STATE OF NEBRASKA COUNTY OF WASHINGTON) SS
 ENTERED IN NUMERICAL INDEX AND FILED FOR RECORD)
 This 21st DAY OF October A.D. 19 98
 AT 9:39 O'CLOCK A M AND RECORDED IN BOOK
290 AT PAGE 744-746
 COUNTY CLERK Charlatte A. Petersen
 Deputy Naren Madsen

Recorded	<input checked="" type="checkbox"/>
General	<input checked="" type="checkbox"/>
Numerical	<input type="checkbox"/>
Photostat	<input type="checkbox"/>
Proofer	<input type="checkbox"/>

44

93 OCT 21 AM 9:39
 FILED
 COUNTY CLERK
 WASHINGTON COUNTY
 NEBRASKA

4. By adding the following to the end of Section E:

"Provided, however, that as to Lot 63 only, storage sheds, barns and detached garages shall not exceed 5500 square feet and shall not be subject to the overhang requirements of Section G6."

5. By deleting Section M in its entirety and substituting the following therefore:
"M. The following Lots may have up to but no more than three horses housed and enclosed in an adequate enclosure. These Lots are 1, 2, 8, 9, 10, 21, 22, 23, 24, 25, 26, 27, 41, 42, 43, 45, 46, 47, 49, 50 and 54. Lot 63 may have up to but no more than six horses housed and enclosed in an adequate enclosure. Horses are the only hoofed animals that will be allowed on any Lot. Other than as stated above, no animals other than domestic household pets shall be kept on any other Lot and said pets shall be kept on a leash when not in an enclosure. So long as Declarant owns at least seventy (70%) of the Lots, Declarant may approve additional Lots for horses. In no event shall more than thirty-eight (38) Lots be approved for horses. In the event Declarant approves additional Lots for horses, it shall record a supplemental Declaration of Covenants, Conditions and Restrictions setting forth such additional Lots."

6. By deleting Section V in its entirety and substituting the following therefore,

"V. There shall be no private well drilled on the property or any part thereof except when the water is to be used for closed loop water circulating heat pumps. No other uses shall be permitted or allowed for such wells. The purchaser of any lot must pay to Declarant, its successors and assigns, at closing a \$900.00 per lot hook up fee."

Except as herein modified, the Declaration of Covenants, Conditions and Restrictions shall remain in force and fully enforceable according to their term subject only to modification as provided therein.

HEARTLAND ACREAGE DEVELOPERS, INC.,
a Nebraska corporation,

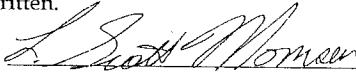
By: 
Jeff L. Pruess, President

746

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

Be it known that on the 19 day of October, 1998, before me personally appeared JEFF L. PRUESS, above-named, who is to me known to be the person described in and who executed the above First Amendment to Declaration of Covenants, Conditions and Restrictions, and acknowledged the same to be his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.



Notary Public



748