

FILED SAKPY CO. NE.

INSTRUMENT NUMBER

97-023036

97 OCT 15 AM 9:39

Sharon J. [Signature]

REGISTER OF DEEDS

97-23036

Counter: *[Signature]*
 Verify: *[Signature]*
 J.E.: *[Signature]*
 Proof Fee: 85.50
 Ok
 Cash
 Charge

Per the restrictive covenants for SID 147, the majority of the lot owners of Sid 147 voted on May 1, 1997, to amend the restrictive covenants as follows:

Protective Covenants: Item #4 "No noxious or offensive trade activity shall be carried upon any plot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No outside radio or other electronic antenna, aerial or disc shall be erected on any building plot without recorded written consent of owners of record of all property within two hundred feet of any lot line on which such structure is sought to be or is placed. Television satellite antennas or discs may be placed on a home as long as they are attached in such a manner as not to be unsightly. No outside above-ground trash or garbage piles, burners, receptacles or incinerators shall be erected, placed or permitted on any building plot."

Protective Covenants: Item #5 "No advertising signs, billboards, unsightly objects or nuisances shall be erected, placed or permitted to remain on any lot except Realtor type sign(s) for advertising the home/lot as being for sale or for rent; nor shall the premises be used in any way for any purpose which may endanger the health or unreasonably disturb the owner or owners of any lot or resident thereof. Further, no business activities of any kind whatsoever shall be conducted on any lot. Provided, however, the forgoing paragraph shall not apply to the business activities, signs and billboards or the construction and maintenance of buildings if any, by Declarant, their agents or assigns, during the construction and sale of the lots."

Protective Covenants: Item #7 "No unlicensed boat, camper, trailer, auto-drawn or mounted trailer of any kind, mobile home, truck, aircraft, camper truck or similar chattel shall be maintained or stored on any part of a lot, other than in an enclosed structure, unless it is on a concrete pad at the rear of the dwelling in which case the rear yard shall be enclosed by a wood fence of not less than six feet in height. No motor vehicle may be parked or stored outside on any lot, except vehicles driven on a regular basis by the occupants of the dwelling, or their visitors, located on such lot. No grading or excavating equipment, tractors, or semi-tractor/trailers shall be stored, parked, kept or maintained in any yards, driveways or streets. However, this Section 7 shall not apply to trucks, tractors or commercial vehicles which are necessary for the construction of residential dwelling during their period 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 zoning ordinances of the City of Bellevue, Nebraska."

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Protective Covenants: Item #10 "No swimming pool shall be permitted which extends more than one foot above ground level. In-ground swimming pools require a minimum six (6) foot fencing. Above or in-ground hot tubs require a minimum six (6) foot fencing and are treated as an in-ground swimming pool. Corner lots must maintain six (6) foot fencing to the point where zoning requires (4) four foot construction. Both swimming pools and hot tubs must be totally fenced.

Protective Covenants: Item #12 "A public sidewalk shall be constructed of concrete four (4) feet wide by three and one-half (3 1/2) inches thick in front of each built upon lot (i.e., buildings, additional square footage, sprinkler systems, fences, electrical power outlets, water receptacle) and upon the street side of each built upon corner lot. The sidewalk shall be placed four (4) feet back of the street curb line and shall be constructed by the owner of the lot prior to the time of completion of the main structure and before occupancy thereof provided, however, this provision shall vary to comply with any requirements of the City of Bellevue, Nebraska."

Protective Covenants: Item #13 "No stable or other shelter for any animal, livestock, fowl or poultry shall be erected, altered, placed or permitted to remain on any lot, except that a dog house constructed for one dog shall be permitted; provided always that the construction plan, specification and the location of the proposed structure have first been approved by all owners of residential lots located in whole or in part within one hundred feet of the lot on which such dog house is to be placed. In any event, dog houses shall only be allowed at the rear of the building, concealed from public view; dog runs are only allowed if they are contained within a (6) foot wooden fence and at the rear of the dwelling. No kennels of any sort shall be allowed.

Protective Covenants: Item #20 "Unless otherwise specifically provided for herein, no building, fence, wall, driveway, patio, patio enclosure, rock garden, swimming pool, dog house, tree house, television antenna or dish, radio antenna, flag pole or other external improvement above or below the surface of the ground shall be erected, placed, altered, or permitted to remain on any building plot, nor shall any grading, excavation or tree removal be commenced, until the construction plans and a plot plan showing the location of the structure of improvement have been submitted to Blackhawk Homeowners Association (BHOA) or its assigns, which shall consider such plans and specifications with regard to type, quality and use of exterior materials, exterior design, location of improvements upon the building plot; provided that BHOA specifically reserved the right to deny permission to construct any type of structure of improvement which it determines will not conform to its master plan for development of the subdivision.

The approval or disapproval of the undersigned BHOA or its assigns as required in these Covenants, shall be in writing. Failure of BHOA or its assigns, to give either written approval or disapproval of a submitted plan within fifteen (15) days after submission of said plan, by mailing such written approval or disapproval to the last known address of the applicant for approval, as shown on the submitted plan, shall operate the release of such building plot from the provisions of this paragraph."

Kenneth W. Hurt
Kenneth W. Hurt
President

Kathleen D. Mader
Kathleen D. Mader
Secretary

Carolyn G. Manuel
Carolyn G. Manuel
Treasurer

