
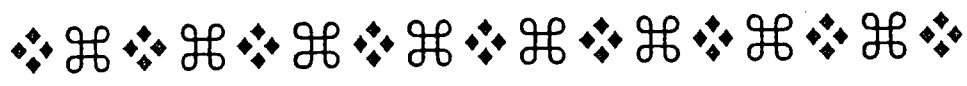


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FILED SARPY COUNTY NEBRASKA
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Lloyd J. Dowding
REGISTER OF DEEDS




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INFORMATION.**

**DOCUMENT STARTS ON
NEXT PAGE.**

LLOYD J. DOWDING

SARPY COUNTY REGISTER OF DEEDS
Steven J. Stastny, Deputy
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*R+R
Stacy C. Gray
2920 Blackhawk Cir
Belleair, NE 68123*

**THIRD AMENDMENT TO PROTECTIVE COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS
OF BLACKHAWK SUBDIVISION
A SUBDIVISION IN SARPY COUNTY, NEBRASKA**

The Protective Covenants, Conditions, Restrictions and Easements recorded in Sarpy County, Nebraska, Register of Deeds Office, Instrument Number 91-02667, as amended, and affecting the following real estate:

Lots 1 through 141 and Lots 146 through 151, Blackhawk Subdivision, a subdivision in Sarpy County, Nebraska

Paragraph 5 is amended in its entirety to read as follows:

5. "No advertising signs, billboards, unsightly objects or nuisances shall be created, 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. Any home-based business shall be conducted without obvious appearance or notice to the neighborhood, so as not to detract from the overall appearance and attractiveness of the Blackhawk subdivision. Additionally, all home-based businesses shall adhere to the City of Bellevue ordinance regarding home based businesses as set forth in Section 8.04 of the City of Bellevue Zoning Ordinance, 2011 Update, as thereafter amended. Provided, however, the forgoing paragraph shall not apply to any 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."

Paragraph 20 is amended in its entirety to read as follows:

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 the 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.

Specifically regarding fence construction and replacement, fence placement and height shall comply with City of Bellevue Zoning Ordinance, 2011 Update. The smooth, finished side of the fence must face outward with the support posts on the inside. Fences can be no more than 6 feet in height. Open, solid and decorative fences are permitted. Materials may be wood, black chain link, vinyl or plastic or black metal. All fences must be maintained in good and sound condition, free of damage, breaks or missing structural members. Vegetation adjacent to the fence must be maintained in good condition or trimmed as appropriate.

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 as it pertains to the improvement(s) for which approval has been sought. This shall not release the applicant from future applications for improvement(s).

This Amendment to the Covenants has been authorized by a majority of the lot owners of the Blackhawk Subdivision, a subdivision in Sarpy County, Nebraska, by a vote at a duly authorized meeting on May 17th 2012, and by the Blackhawk Homeowners Association, Inc., a Nebraska non-profit corporation.

Dated this 17th May, 2012.

BLACKHAWK HOMEOWNERS ASSOCIATION, INC., a Nebraska non-profit corporation

By: Stacen Gross
Stacen Gross, President

By: Sheri Koski
Sheri Koski, Vice-President

By: Lynn Moser
Lynn Moser, Secretary

By: David P. Wiegand
David Wiegand, Treasurer

STATE OF NEBRASKA)
) ss.
COUNTY OF SARPY)

On this 17th day of May, 2012, before me, the undersigned, a Notary Public, in and for said County, personally came Stacen Gross, President, Sheri Koski, Vice-President, Lynn Moser, Secretary, and David Wiegand, Treasurer, of Blackhawk Homeowners Association, Inc., a Nebraska non-profit corporation, to me personally known to be the officers of the corporation and the identical persons whose names are affixed to the above covenants, and acknowledged the execution thereof to be their voluntary act and deed as such officers and the voluntary act and deed of said corporation and that the corporate seal of the said corporation was thereto affixed by its authority.

Witness my hand and notarial seal at Bellevue in said county the day and year last above written.



Laura Putnam
Notary Public