

#14.50

*Dan Jolte*

INST. NO 2000

REGISTER OF DEEDS

2000 DEC 13 P 2: 26

059712

LANCASTER COUNTY, NE

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| BLOCK        |
| CODE         |
| <i>NOCR2</i> |
| CHECKED      |
| ENTERED      |
| EDITED       |

**FIRST AMENDMENT**  
to  
**RESTRICTIVE COVENANTS**  
(North Creek Commercial)

The undersigned is the Owner and titleholder of record of more than one-half of the Lots which are legally described as follows:

Lots 1-9, Block 1; North Creek Second Addition, Lincoln, Lancaster County, Nebraska individually referred to as "Lot" and collectively referred to as "Properties".

The Properties were made subject to certain Restrictive Covenants recorded with the Register of Deeds of Lancaster County, Nebraska on February 3, 2000 as Instrument No. 2000-04646. The Owner did not intent to exclude new or used motor vehicle establishments from the Properties. Pursuant to paragraph 25, the Owner is exercising its right to amend, clarify and supplement paragraphs 7 and 8 of the Restrictive Covenants as follows:

7. OUTSIDE STORAGE. No article of merchandise or other material shall be kept, stored, or displayed outside a building, unless it is screened by fences, walls or plantings so that it cannot be seen from any public way. In no event shall any part of any Lot be used for storage or abandonment of any property that is not screened from public view. In the event plantings of live material are used to provide screening, this provision shall be reasonably interpreted so that 100% screening is not immediately required but would occur over 3-5 years as the plant material grows and matures. Cars, trucks and other motor vehicles in the inventory of a new or used motor vehicle dealer shall not be considered an article of merchandise for purposes of this paragraph.

8. PARKING FACILITIES. All vehicular parking (including customer, visitor and employee) shall be off-street. Parking areas shall not be used for any purpose other than the parking of automotive vehicles belonging to customers, visitors and employees. In no case shall any storage, servicing or dismantling of automobiles or other vehicles, or loading or unloading operations be permitted in any parking area. All parking areas shall be hard surfaced and generally constructed of concrete. The exterior display area of a new or used motor vehicle dealer shall not be considered a parking area for purposes of this paragraph.

The Restrictive Covenants as amended by this First Amendment are hereby ratified and approved.

*Pierson, Fitchett*  
Suite 200  
1045 Lincoln Mall  
Lincoln NE 68508

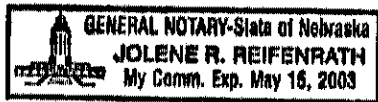
Dated: December 12, 2000.

NORTH CREEK, L.L.C.  
By: Hampton, L.L.C., Managing Member

By: *Fred J. Matulka*  
Fred J. Matulka, Assistant Managing Member

STATE OF NEBRASKA     )  
  ) ss.  
COUNTY OF LANCASTER )

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of January, 2000, by Fred J. Matulka, Assistant Managing Member of Hampton, L.L.C., on behalf of the limited liability company as Managing Member of North Creek, L.L.C.



*Jolene R. Reifensath*  
Notary Public

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