

FILED SARPY CO. NE.
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Glenn J. Dowling
REGISTER OF DEEDS

COUNTER *Sm* C.E.
VERIFY *MA* D.E.
PROOF *MA*
FEES \$ 20.00
CHECK# 145490
CHG _____ CASH _____
REFUND _____ CREDIT _____
SHORT _____ NCR _____

(E)
RHR

After recording, please return to:

Martin P. Pelster, Esq.
CROKER, HUCK, KASHER, DeWITT,
ANDERSON & GONDERINGER, L.L.C.
2120 South 72nd Street, Suite 1250
Omaha, Nebraska 68124

FIRST AMENDMENT TO RESTRICTIVE COVENANTS

This First Amendment to Restrictive Covenants is made on the date hereinafter set forth by Harrison Group, L.L.C., a Nebraska limited liability company, hereinafter the "Declarant".

WITNESSETH:

WHEREAS, the undersigned is the Declarant under certain Restrictive Covenants (the "Covenants"), which Covenants were filed for record in the office of the Register of Deeds of Sarpy County, Nebraska on June 16, 2003, at Instrument No. 2003-32943, and which govern Lots 1 through 10, inclusive, Harrison Woods Replat 3, a subdivision, as surveyed, platted and recorded in Sarpy County, Nebraska.

WHEREAS, pursuant to the authority granted to Declarant in Section 12 of the Covenants, Declarant is desirous of amending the Covenants as set forth herein.

NOW, THEREFORE, in consideration of the foregoing, Declarant hereby declares that the Covenants are amended and modified in the filing particulars.

1. Section 2 of the Covenants is hereby amended by deleting in its entirety the existing Section 2 and inserting in lieu thereof the following Section 2 to read as follows:

2. Approval of Plans and Proposed Use. Declarant intends to develop the above-described lots as a quality first class mixed use development and, in order to ensure the proper mix of uses of property and the proper quality of construction within the development, Declarant shall have the right, in its sole discretion, to approve the proposed use for each lot and the site plans and plans and specifications (hereinafter the "Plans and Specifications") for

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improvements to be constructed thereon. Before commencing the construction, grading, excavation for, or alteration of buildings, enclosures, fences, landscaping, signs, grading or drainage work, loading docks, parking facilities, storage yards or any other structures or permanent improvements on or to any site or lot, the property owner shall first submit to Declarant a writing describing the proposed use for such lot and the Plans and Specifications for written approval by Declarant. Declarant shall have the right, in its sole discretion, to refuse approval of any proposed use or any Plans and Specifications which are not suitable or desirable for aesthetic or any other reasons. In reviewing the proposed use or Plans and Specifications, Declarant shall take into consideration the suitability of the proposed use or improvements in light of the Declarant's plans as a whole for the development as a quality first class mixed use development, the harmony of exterior design and location in relation to surrounding structures and topography and the affect of the proposed use and improvements as planned on the views from other lots within the development and/or the adjacent public streets. No changes or deviations in or from such use Plans and Specifications once approved shall be made without the prior written approval of the Declarant. The Declarant shall approve or disapprove all proposed uses or Plans and Specifications submitted to it within thirty (30) days of the receipt of the writing describing the proposed use and/or of receipt of the Plans and Specifications. In the event Declarant fails to approve or disapprove the proposed use or Plans and Specifications submitted to it within such thirty (30) day period, such proposed use or Plans and Specifications shall be deemed to have been disapproved. Approval of Declarant (including disapproval) as to various items in the Covenants shall also mean approval (or disapproval) by another person designated by Declarant in writing duly recorded in the office of the Register of Deeds and indexed against the subdivision as the approving authority in lieu of Declarant.

2. The Restrictive Covenants are hereby ratified and confirmed in all respects, except as amended herein, and as if fully set forth herein.

Dated effective the 17th day of December, 2003.

HARRISON GROUP, L.L.C. ("Declarant"),
a Nebraska Limited Liability Company
By: First Management, Inc., Manager

By: Randall Wresela
Title: President

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 17th day of December, 2003, by David W. Wampler, President of First Management, Inc., Manager of Harrison Group, L.L.C., a Nebraska Limited Liability Company, on behalf of the Company.

Terril Tefft
Notary Public

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