



MISC 2003161203

RICHARD H. ELLMAN
REGISTER OF DEEDS
DOUGLAS COUNTY, NE



AUG 26 2003 10:30 P 4

RECEIVED

**FIRST AMENDMENT TO DECLARATION
OF COVENANTS, CONDITIONS,
RESERVATIONS AND RESTRICTIONS
FOR WEST DODGE HEALTH CAMPUS REPLAT,
WEST DODGE HEALTH CAMPUS REPLAT 2,
WEST DODGE HEALTH CAMPUS REPLAT 3, AND
WEST DODGE HEALTH CAMPUS REPLAT 4, BEING
SUBDIVISIONS AS SURVEYED, PLATTED AND RECORDED
IN DOUGLAS COUNTY, NEBRASKA**

THIS FIRST AMENDMENT, ("First Amendment") is made and entered into as of this 1st day of August, 2003 ("Effective Date") by Nebraska Methodist Health System, Inc., a Nebraska non-profit corporation ("NMHSI") and SMWK Properties LLC, a Nebraska limited liability company ("SMWK").

WITNESSETH

WHEREAS, a Declaration of Covenants, Conditions, Reservations and Restrictions for West Dodge Health Campus Replat, West Dodge Health Campus Replat 2 and West Dodge Health Campus Replat 3, being Subdivisions as surveyed, platted and recorded in Douglas County, Nebraska (the "Original Declaration") was recorded in the office of the Register of Deeds of Douglas County, Nebraska, on June 19, 2002, at Miscellaneous Book 1446, page 027, and

WHEREAS, subsequent to the filing of the Original Declaration, Lots 2 and 3, West Dodge Campus Replat were replatted into Lots 1 and 2, West Dodge Health Campus Replat 4, a subdivision, as surveyed, platted and recorded, in Douglas County, Nebraska, and

WHEREAS, as of the date of this First Amendment, the real property included in the Original Declaration (the "Development") is now legally described as follows:

Return:
P. Scott Dye
1500 Woodmen Tower
Omaha NE 68102-2068

⑤ 4
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FEE 26.50 FB see attached
BKP _____ C/O _____ COMP DL
DEL _____ SCAN _____ FV _____

MC-43252 Lots 1, 4, 5, 8, 9, 10 and 13, West Dodge Health Campus Replat,
and

MC-42351 Lots 1 and 2, West Dodge Health Campus Replat 2
and

MC-42352 Lots 1 and 2, West Dodge Health Campus Replat 3
and
Lots 1 and 2, West Dodge Health Campus Replat 4

MC-42356 being subdivisions, as surveyed, platted and recorded, Douglas County,
Nebraska, and

WHEREAS, NMHS and SMWK are the owners of all of the real property in the
Development and wish to modify and amend the Original Declaration as hereinafter set
forth.

NOW, THEREFORE, for good and valuable consideration, the parties hereto
agree as follows:

1. All capitalized terms not defined herein shall be defined and have the
meanings set forth in the Original Declaration.

2. Paragraph 1(b) shall be deleted from the Original Declaration and the
following new Paragraph 1(b) shall be inserted in its place:

"(b) Unless approved in advance in writing by Declarant, or by any
successor owner of Lot 1, West Dodge Health Campus Replat 3 if
such Owner is not Declarant (which approval may be withheld at
Declarant's or such owner's sole discretion):

(i) no portion of Lots 1 and 4, West Dodge Health Campus
Replat, and Lots 1 and 2, West Dodge Health Campus
Replat 4 may be used for any of the following uses:

Hospital
Outpatient Surgery
Offices for any physician, podiatrist or chiropractor
Medical Clinic
Medical Laboratory
Physical Therapy Clinic
X-Ray, CT, MRI, or ultrasound services or other
medical diagnostic services
Pharmacy
Sale of medical equipment or medical supplies;

and (ii) no portion of the Development shall be used for any of the following uses:

Daycare
Pre-School
Restaurant"

3. Paragraph 2(c) shall be deleted from the Original Declaration and the following shall be inscribed in its place:

"(c) Various Exterior Structures. No fences will be erected in the Development except for screening refuse containers and communications equipment. No exterior basketball backboards, goals, tennis courts, playground or playground equipment, nor any other exterior exercise areas or playground areas or exercise or playground equipment shall be permitted on any property in the Development. Any exterior antennae, satellite dish, or other communications equipment shall be either roof mounted or if ground mounted shall not be located in the front yard set back area of any parcel of the Development, and shall be screened from view from adjacent streets. No exterior antenna, satellite dish or other communications equipment shall be mounted on any exterior wall of any building in the Development."

4. Except as specifically amended herein, the Original Declaration shall remain in full force and effect as originally executed. The parties acknowledge and agree that the Original Declaration, as amended by this First Amendment, applies to and governs all of the property in the Development. The covenant conditions, reservations and restrictions contained in the Original Declaration and in this First Amendment are made for the benefit of any and all persons who may now own, or who may in the future own, any portion of the Development. The Original Declaration, as amended by this First Amendment, shall pass with the real property constituting the Development, or any parcel, lot or site thereof and shall bind each and every owner thereof or of any interest therein, including the parties hereto, and the respective assigns and successors in interest of such owners and any lessees, tenants and other occupants of any building or either structure thereon. The covenants, conditions, reservations, and restrictions in the Original Declaration, as amended by this First Amendment, are each imposed upon the Development, all of which are to be construed as restrictive covenants running with the property constituting the Development and with each and every part thereof.

IN WITNESS WHEREOF, the parties have caused these presents to be executed at Omaha, Douglas County, Nebraska as of this 1st day of August, 2003.

Nebraska Methodist Health System, Inc.

By: *Stephen D. Long*
Its: *President*

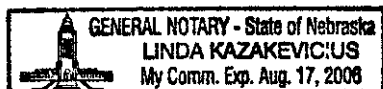
SMWK Properties LLC

By: *S. Anthony Siahpush*
Its: *President*

ACKNOWLEDGEMENTS

STATE OF NEBRASKA)
) ss
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 1st day of August, 2003, by *Stephen D. Long*, the *President* of Nebraska Methodist Health System, Inc, a Nebraska Non-Profit Corporation, on behalf of the Corporation.



Linda Kazakevicius
Notary Public

STATE OF NEBRASKA)
) ss
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 1st day of August, 2003, by *S. Anthony Siahpush*, the *President* of SMWK Properties LLC, a Nebraska limited liability company, on behalf of the company.

Susan B. Schneider
Notary Public

