

59-1008

ADDENDUM to Protective Covenants, Restrictions and Easements to Millard Highlands South III recorded February 27, 1986; filed in Sarpy County, Nebraska, Book 59 of Miscellaneous Records, Page 404.

In the event that ninety percent (90%) of all Lots within a particular phase of Millard Highlands South III Subdivision are not improved within 5 years from the date that Northwestern Bell Telephone Company shall have completed the installation of it's distribution system within such phase of said subdivision and filed notice of such completion ("Five Year Term"), then every Lot that is unimproved at the end of the Five Year Term shall be subject to a charge of Four Hundred Fifty Dollars (\$450.00) by Northwestern Bell Telephone Company or its successors. A Lot shall be considered as unimproved if construction of a permanent structure has not commenced on that Lot. Construction shall be considered as having commenced if a footing inspection has been made on the Lot in questions by officials of the City or other appropriate governmental authority.

Each development phase of Millard Highlands South III Subdivision shall be considered separately in determining whether ninety percent (90%) of the Lots within that Phase have been improved within the Five Year Term. In determining the date Northwestern Bell Telephone Company shall have completed the installation of it's distribution system, each development phase shall also be considered separately.

Such charge shall be due and owing immediately upon the expiration of the Five Year Term, and if such charge is not paid within 60 days after the sending of written notice by Northwestern Bell Telephone Company or its successors to the owner of an unimproved lot that such charge is due, then such charge will begin drawing interest commencing upon the expiration of the 60 day period at the rate of twelve percent (12%) per annum, or the maximum rate allowed by law if said maximum rate is less than 12% per annum at that time.

DATED this 28 day of April, 1986.

PACESETTER HOMES, INC.

Attest:

[Signature]
Secretary

By: *[Signature]*
Ralph J. Heavrin, President

[Handwritten mark] 05413

59-1008 A

STATE OF NEBRASKA)
) ss.
COUNTY OF SARPY)

On this 28th day of April, 1986, before me, the undersigned a Notary Public in and for said County, personally came RALPH J HEAVRIN, President of Pacesetter Homes, Inc., a corporation, to me known to be the President and the identical person whose name is affixed to the foregoing instrument and acknowledge the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of the said corporation, and that the seal of said corporation was thereto affixed by its authority.

WITNESS by hand and seal the date and year last above written.

Karin Cannon

Notary Public



40.00

FILED SARPY CO., NE
BOOK 59 OF Misc. Rec.
PAGE 1008

1986 MAY - 1 PM 3:37

Carl S. Hibbeland
REGISTER OF DEEDS