

FILED SARPY CO. NE.

INSTRUMENT NUMBER

99-014602

99 MAY 12 PM 1:25

Glenn J. Lowling
REGISTER OF DEEDS

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99-14602

AMENDMENT TO DECLARATION OF COVENANTS
CONDITIONS AND RESTRICTIONS FOR
MILLARD PARK

THIS AMENDMENT TO DECLARATION made on the date hereinafter set forth by the undersigned, Millard Park Limited Partnership, a Nebraska limited partnership, who is the Declarant in the Declaration of Covenants, Conditions and Restrictions for certain lots in Millard Park which were filed and recorded on December 12, 1994, at Instrument 94-25781 in the Register of Deeds Office of Sarpy County, Nebraska, herein referred to as the Covenants on the following described lots.

Lots 30 through 209, inclusive in Millard Park, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska.

WHEREAS, Article VI.B. of said Covenants provides in part "This Declaration may be amended by the Declarant, or any person, firm, corporation, partnership, or entity designated in writing by the Declarant, in any manner it shall determine in its full and absolute discretion for a period of five (5) years from the date hereof."

NOW THEREFORE, the Declarant by its authority under Article VI.B. of the Covenants, hereby amends the Covenants by substituting the following paragraph in place of Article III, Section B., paragraph 5 of the Covenants.

- 5. No fences may be built forward of the rear wall of the dwelling and, under no circumstances, closer to any adjoining street than the property line. In those instances where the house has more than one rear wall, the Architectural Control Committee shall determine in its discretion which rear wall shall be applicable. Fences shall be either four (4) feet or six (6) feet high and shall be constructed only of wood, decoration iron, brick, stone, or vinyl and are subject to the approval of the Architectural Control Committee referred to above. Wire and chain-link fences shall not be permitted. Temporary or permanent barbed wire, electrified, and/or snow fences are strictly prohibited.

Except for the above stated change, all terms and conditions of the original recorded Covenants shall remain as stated.

This Amendment shall be effective when it has been executed by the Declarant and recorded with the Sarpy County Register of Deeds

The undersigned Declarant hereby adopts this Amendment for the Lots named herein.

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Filed to:
NP Dodge Land Development, Inc.
8701 W. Dodge Rd., Ste. 300
Omaha, NE 68114

99-14602A

Dated: May 7, 1999

MILLARD PARK LIMITED PARTNERSHIP,
A Nebraska limited partnership,

By: DODGE DEVELOPMENT, INC., a
Nebraska corporation, the sole general partner

By: *W. L. Morrison, Jr.*
W. L. Morrison, Jr., President

State of Nebraska)
) ss.
County of Douglas)

The foregoing instrument was acknowledged before me this 7th day of
May, 1999, by W. L. Morrison, Jr., the President of Dodge Development, Inc., the sole
general partner of Millard Park Limited Partnership.

Kristy J. Gregath
Notary Public

