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AMENDMENT TO COVENANTS

THIS AMENDMENT TO COVENANTS is made the date hereinafter set forth by Pacific Pointe Estates, L.L.C., a Nebraska limited liability company (hereinafter "Declarant").

RECITALS

A. On February 14, 2005, a document entitled Declaration of Covenants, Conditions, Restrictions and Easements of Pacific Pointe Estates, a Subdivision in Douglas County, Nebraska (hereinafter the "Declaration") for Lots 1 through 25, inclusive, and Lots 27 - 43, inclusive, all in Pacific Pointe Estates, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska, was recorded by Pacific Pointe Estates, L.L.C., as Declarant, in the office of the Register of Deeds of Douglas County, Nebraska as Miscellaneous Instrument No. 2005017091.

B. Article IV, Section 3 of the Declaration provides that for a period of ten (10) years following February 4, 2005, the Declarant/Developer shall have the right to amend the Declaration.

NOW, THEREFORE, Declarant hereby declares that the Declaration recorded on February 14, 2005 as Miscellaneous Instrument No. 2005017091 in the office of the Register of Deeds of Douglas County, Nebraska should be and hereby are amended in the following manner:

I. by deleting therefrom Section 6 of Article I and adding in its place and stead the following:

6. No streamers, posters, banners, balloons, exterior illumination or other rallying devices will be allowed on any Lot in the promotion or sale of any Lot, residential structure or property unless approved in writing by the Declarant. No advertising signs, billboards, unsightly objects or nuisances shall be erected, placed or permitted to remain on any Lot except two signs per Lot consisting of not more than six (6) square feet each advertising a Lot as "For Sale". No business activities of any kind whatsoever shall be conducted on any Lot including home occupations, except home office usage; nor shall the premises be used in any way for any purpose which may endanger the health or unreasonably disturb the owner or owners of any Lot or any resident thereof. Provided, however, the foregoing paragraph shall not apply to the business activities, sign and billboards or the construction and maintenance of buildings, including model homes, if any, by Declarant, its agents or assigns, during the construction and sale of the Lots.

II. by deleting therefrom Section 12 of Article I and adding in its place and stead the following:

12. No incinerator or trash burner shall be permitted on any Lot. No garbage or trash can or container or fuel tank shall be permitted to be stored outside of any dwelling unless, completely screened from view, except on a designated day each week for pickup purposes. No garden lawn or maintenance equipment of any kind whatsoever shall be stored or permitted to remain outside of any dwelling or suitable storage facility, except when in actual use. No garbage, refuse, rubbish or cutting shall be deposited on any street, road or Lot. No clothes line or other outside facilities for drying or airing clothes shall be permitted outside of any dwelling at any time. No produce or vegetable gardens shall be allowed.

III. by deleting therefrom Section 19 of Article I and adding in its place and stead the following:

FULLENKAMP, DOYLE & JOBEUN
11440 WEST CENTER ROAD
OMAHA, NEBRASKA 68144-4482
AJH

19. No stable, dog run, kennel or other shelter for any animal, livestock, fowl or poultry shall be erected, altered, placed or permitted to remain on any Lot, except for one dog house constructed for not more than two (2) dogs, provided always that the construction plans, specifications and the location of the proposed structure have been first approved by Declarant, or its assigns, as required by this Declaration. Dog houses and dog runs shall only be allowed at the rear of the residence, attached to or immediately adjacent to the residence and hidden from view by P.V.C. fencing. No animals, livestock, agricultural-type animals, fowl or poultry of any kind, including, pot-bellied pigs, shall be raised, bred or kept on any Lot. No excessive barking of any dog, or other excessive noise of any kind from any animal, shall be permitted on any Lot. Any dog or other animal that barks or makes other noise outside the home of any Lot at any time shall wear electronic collars to prevent such barking or other noise.

All other terms of said Declaration shall remain in full force and effect.

Dated this 21 day of February 2005.

PACIFIC POINTE ESTATES, L.L.C.,
By [Signature]
Steve Faller, Managing Member

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 21 day of February 2005, the foregoing instrument was acknowledged before me, a Notary Public, by Steve Faller, Managing Member of Pacific Pointe Estates, L.L.C., who acknowledged the execution of said instrument to be his voluntary act and deed on behalf of said limited liability company.

Claudia Davolt
Notary Public

