

SECOND AMENDMENT TO COVENANTS

THIS SECOND AMENDMENT TO COVENANTS is made the date hereinafter set forth by PACIFIC POINTE HOMEOWNERS ASSOCIATION, INC., a Nebraska non-profit company, successor in interest to Pacific Pointe, L.L.C. as Declarant under the Declaration of Covenants, Conditions, Restrictions and Easements of Pacific Pointe Subdivision in Douglas County, Nebraska

PRELIMINARY STATEMENT

On October 29, 2004, a document entitled Declaration of Covenants, Conditions, Restrictions and Easements of Pacific Pointe, a Subdivision in Douglas County, Nebraska for Lots One (1) through One Thirty-four (134), inclusive, in PACIFIC POINTE, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska was recorded by Pacific Pointe, L.L.C., as Declarant in the office of the Register of Deeds of Douglas County, Nebraska as Instrument No. 2004141905.

On October 3, 2005, a document entitled Amendment to Covenants was recorded, to reflect that Lots 40 - 49, inclusive, and Lots 51 - 58, inclusive, all in Pacific Pointe, are now known as Lots One (1) through Fifteen (15), inclusive, in Pacific Pointe Replat One, as Instrument No. 2005124022 in the Register of Deeds, Douglas County, Nebraska. The Declaration and Amendment to Covenants together are collectively referred to as the "Declaration".

On November 8, 2005, a document entitled Pacific Pointe Replat 2 was filed in the reflecting the Replatting of Lots 17 through 22, inclusive, and Lot 135, Pacific Pointe into Lots 1 through 7, inclusive, in Pacific Pointe Replat Two, as Instrument No. 2005141440 in the Register of Deeds, Douglas County, Nebraska.

This Amendment applies to the property legally described as follows:

75-29185
75-29186
75-29189
75-29194
Lots 1 through 16, inclusive, Lots 23 through 39, inclusive, Lot 50, Lot 59 though 134, inclusive, all in Pacific Pointe, a subdivision as surveyed, platted and recorded; Lots 1 through 15, inclusive, Pacific Pointe Replat One, a subdivision as surveyed, platted and recorded; Lots 2, 3, 5, and 7, inclusive, Pacific Pointe Replat Two, a subdivision as surveyed, platted and recorded; and Lots 1 and 2 Pacific Pointe Replat Three, a subdivision as surveyed, platted and recorded, all in Douglas County, Nebraska.

Article IV, Paragraph 3 of the Declaration provides that for a period of 10 years following execution, Developer, its successors or assigns, shall have the sole, absolute and exclusive right to amend the Declaration and Article IV, Paragraph 4 provides that when the Declarant no longer owns any lots subject to the Declaration, the rights of Declarant pass automatically to the Pacific Pointe Homeowners Association.

The Pacific Pointe Homeowners Association, Inc., as Declarant and with the approval of at least 75% of the owners of Lots in the subdivision did hereby approve the Second Amendment the date written hereinbelow, which consents are attached hereto and incorporated herein by this reference.

NOW, THEREFORE, Pacific Pointe Homeowners, Inc., as Declarant, does hereby declare that the Declaration recorded of record in the office of the Register of Deeds of Douglas County, Nebraska as Instrument No. 2004141905 and amended by Instrument No. 2005124022 should be and hereby are amended in the following manner:

- 1. By deleting Paragraph 13 of Article No. 1 and adding in its place and stead the following:

No fences or enclosures of any type or nature whatsoever shall be constructed, erected, placed or maintained on any lot within the subdivision, unless such fences or enclosures shall have first been authorized in writing by the Board of Directors of the Association. All fences within Pacific Pointe must be between four (4) and six (6) feet in height and shall be constructed of wrought iron, steel, aluminum or vinyl and be of the color black only. The design of the fence must be similar to what is shown below as privacy fences will not be permitted. There shall be no chain link, wire or wood fencing constructed within the Pacific Pointe subdivision unless already constructed prior to the date of acceptance of this revision. No fence shall be permitted to extend beyond the front line of a main residential structure. In all events, installed fences must comply with applicable set back, height and any other fence requirements imposed by the City of Omaha. Any fences, hedges or mass planting of shrubs installed at the direction of the Board of Directors shall not be subject to the provisions of this paragraph.

IN WITNESS WHEREOF, the Declarant has caused this Second Amendment to Covenants to be approved by the Board of Directors of the Association this 5 day of December, 2007.

PACIFIC POINTE HOMEOWNERS ASSOCIATION, INC., a Nebraska non profit corporation,

ATTEST: Patricia Cantu
Patricia Cantu, Secretary

Manfred Witecy
Manfred Witecy, President

State of Nebraska)
County of Douglas)ss.

The foregoing instrument was acknowledged before me this 5th day of December, 2007 by Manfred Witecy of President of Pacific Pointe Homeowners Association, Inc., a Nebraska corporation, on behalf of the corporation.

SEAL

Steven J. Moskovits
Notary Public

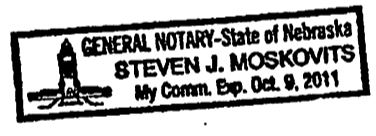
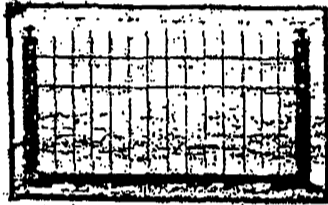
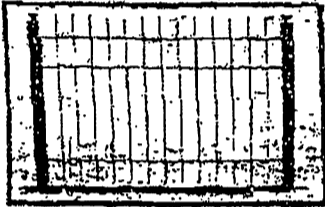


Exhibit "A"
Permitted Fencing Styles

48" & 72" Straight Top



72" Semi-Private

