



MISC 2010014492



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Received - DIANE L. BATTIATO  
 Register of Deeds, Douglas County, NE  
 2/17/2010 14:51:15.98  
  
 2010014492

SECOND AMENDMENT TO COVENANTS

THIS SECOND AMENDMENT TO COVENANTS is made the date hereinafter set forth by PACIFIC POINTE, L.L.C., a Nebraska limited liability company.

RECITALS

- A. On October 29, 2004, a document entitled Declaration of Covenants, Conditions, Restrictions and Easements of Pacific Pointe, a Subdivision in Douglas County, Nebraska (hereinafter the "Declaration") 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. 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. Lots 17 through 22 PACIFIC POINTE are now known as Lots 5 and 7 PACIFIC POINTE REPLATE TWO, Lot 1 PACIFIC POINTE REPLAT THREE, and Lots 1 and 2 PACIFIC POINTE REPLAT 4. 75-29185  
Rep 1  
75-29186  
Rep 2  
75-29189  
Rep 3  
75-29194  
Rep 4  
75-29196
- B. On October 3, 2005, a document entitled Amendment to Covenants amending the Declaration was recorded in the Douglas County Register of Deeds as Instrument No. 2005124022.
- B. Article IV, Section 3 of the Declaration provides that for a period of ten years, the Declarant as Developer shall have the right to amend the Declaration.

NOW, THEREFORE, Declarant as Developer hereby declares that the Declaration and Amendment to Covenants recorded of record in the office of the Register of Deeds of Douglas County, Nebraska as Instrument No. 2004141905 and Instrument No. 2005124022 should be and hereby are amended in the following manner:

- I. by deleting Paragraph 1 of Article I of the Declaration in its entirety and adding in its place and stead the following:  
  
All Lots in PACIFIC POINTE, including replats thereof, shall be used exclusively for single-family residential purposes; except that Lots One (1) through Fifteen (15), inclusive, all in PACIFIC POINTE REPLAT ONE and Lots Thirty-five (35) through Thirty-nine (39), inclusive, and Lot 50, all in PACIFIC POINTE which shall be used solely for detached or attached villa or townhome use, and except for such Lots or parts thereof as may hereafter be conveyed or dedicated by Declarant, or its successors and assigns, for use in connection with a Common Facility, or as a church, school, park or for other non-profit use.
- II. by deleting Paragraph 3 of Article I of the Declaration in its entirety and adding in its place and stead the following:

RETURN TO:  
**FULLENKAMP, DOYLE & JOBEUN**  
 11440 WEST CENTER ROAD  
 OMAHA, NEBRASKA 68144-4482  
 ATTN: BCW

✓ 040562

Except for Lots One (1) through Fifteen (15), inclusive, all in PACIFIC POINTE REPLAT ONE and Lots Thirty-five (35) through Thirty-nine (39), inclusive, and Lot 50, all in PACIFIC POINTE which shall be used solely for detached or attached villa or townhome use, no single family residence shall be created, altered, placed or permitted to remain on any other Lot within PACIFIC POINTE, other than one detached single family dwelling, with an attached two- or three-car garage, which does not exceed two stories in height. Such dwellings on any Lot shall conform to the surrounding dwellings of similar regime and any general scheme or plans formulated by Declarant. All Improvements on any Lot shall comply with all side yard and set back requirements of the Zoning Code of Douglas County, Nebraska and any other applicable laws of any governing authority. Architectural Control Committee will have sole discretion on approving plan size and appearance.

III. by deleting Paragraph 21 of Article I of the Declaration in its entirety and adding in its place and stead the following:

Except for Lots One (1) through Fifteen (15), inclusive, all in PACIFIC POINTE REPLAT ONE and Lots Thirty-five (35) through Thirty-nine (39), inclusive, and Lot 50, all in PACIFIC POINTE which shall be used solely for detached or attached villa or townhome use, no residence shall be constructed on any Lot unless the entire Lot as originally platted is owned by one owner of such Lot, except if parts of two or more platted Lots have been combined into one Lot which is at least as wide as the narrowest Lot on the original plat, and is as large in area as the largest Lot in the original plat.

All other provisions of the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has caused these presents to be executed this 20 day of January, 2010.



PACIFIC POINTE, L.L.C., Declarant,

By: [Signature]  
Thomas Falcone, Member

STATE OF NEBRASKA            )  
  ) ss.  
COUNTY OF DOUGLAS        )

The foregoing instrument was acknowledged before me this 20 day of January, 2010 by Thomas Falcone, member on behalf of Pacific Pointe, L.L.C.

[Signature]  
Notary Public

CONSENT OF OWNER OF LOT 50

Whit Smith Construction, Inc., a Nebraska corporation, the legal owner of Lot 50, Pacific Pointe, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska does hereby consent to this Second Amendment and consents to the more restrictive Covenant being placed against Lot 50, Pacific Pointe.



WHIT SMITH CONSTRUCTION, INC., a  
Nebraska corporation,

Whit Smith, President

STATE OF NEBRASKA        )  
  ) ss.  
COUNTY OF DOUGLAS     )

The foregoing instrument was acknowledged before me this 20 day of January, 2010 by Whit Smith, President on behalf of Whit Smith Construction, Inc., a Nebraska corporation.

Notary Public