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BOOK 802 PAGE 615

DECLARATION

RECEIVED

OF COVENANTS, CONDITIONS AND RESTRICTIONS

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FOR PACIFIC MEADOWS

GEORGE J. SIBLONICZ
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.

LOTS 1 THROUGH 235 INCLUSIVE

THIS DECLARATION, made on the date hereinafter set forth by PACIFIC MEADOWS LIMITED PARTNERSHIP, a Nebraska Limited Partnership, hereinafter referred to as the "Declarant",

WITNESSETH:

WHEREAS, the Declarant is the Owner of the following described real property:

lots 1 through 235, inclusive, of Pacific Meadows, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, and

WHEREAS, the Declarant will convey said lots, subject to certain protective covenants, conditions, restrictions, reservations, liens, and charges as hereinafter set forth,

NOW, THEREFORE, the Declarant hereby declares that all of the lots described above shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of said lots. These easements, covenants, restrictions, and conditions, shall run with said real property, and shall be binding upon all parties having or acquiring any right, title or interest in the above described lots, or any part thereof, and they shall inure to the benefit of each owner thereof.

ARTICLE I
DEFINITIONS

- A. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.
- B. "Properties" shall mean and refer that certain real properties hereinabove described.
- C. "Lot" shall mean and refer to any plot of land shown upon the recorded subdivision map of the Properties.
- D. "Declarant" shall mean and refer to PACIFIC MEADOWS LIMITED PARTNERSHIP, a Nebraska Limited Partnership, its successors or assigns.
- E. "Architectural Control Committee" shall mean the individual or committee appointed by the Declarant, its successors or assigns.

ARTICLE II
ARCHITECTURAL CONTROL

A. No dwelling, fence, other than fences constructed by Declarant, wall, pathway, driveway, patio, patio cover or enclosure, deck, rock garden, garden, treehouse, swimming pool, television or radio antenna, satellite dishes, flag pole, solar collecting panels or equipment, tool sheds, or other external improvements, above or below the surface of the ground shall be built, erected, placed, planted, altered, or otherwise maintained or permitted to remain on any lot, nor shall any grading, excavation, or tree removal be commenced without express written prior approval of the Declarant through its Architectural Control Committee, or its permission by implied approval

11/1/87

C. Documents submitted for approval shall be clear, concise, complete, consistent and legible. All drawings shall be to scale. Samples of materials to be included in the improvement may be required of the applicant at the discretion of the Architectural Control Committee. Submittals for the approval shall be made in duplicate and the comments and actions of the Architectural Control Committee will be identically marked on both copies of said submittals. One copy will be returned to the applicant, and one copy will be retained as part of the permanent records of the Committee. Each applicant shall submit to the Architectural Control Committee the following documents, materials and/or designs.

1. Site plan indicating specific improvement and indicating Lot number, street address, grading, surface drainage and sidewalks.
2. Complete construction plans, including but not limited to, basement and upper floor plans, floor areas of each level, wall sections, stair and fireplace sections and exterior elevations clearly indicating flues or chimneys, type and extent of siding, roofing, other faces and/or veneer materials.
3. An architectural review fee of fifty dollars (\$50.00) per improvement plan per lot will be charged. Said fee is subject to an adjustment or waiver if so determined by the Architectural Control Committee. Additional review fees will be required for resubmissions for the same lot or alterations or additions to previously reviewed submittals. If construction has commenced on any lot without Architectural Control Committee approval, the review fee will be one hundred dollars (\$100.00). The applicant's name, address and telephone number shall appear on each set of plans submitted to the Architectural Control Committee. If applicant wishes that his plans be returned via the mail, he shall include with his submittal an additional two dollars (\$2.00) for postage and handling.

D. The approval or disapproval of the Architectural Control Committee as required in these Covenants shall be in writing. Failure of the Architectural Control Committee to give either written approval or disapproval of submitted plans within thirty (30) days after receipt of all of the documents and the fee required above, by mailing such written approval or disapproval to the last known address of the applicant as shown on the submitted plans, shall operate as a waiver of the requirements for approval by the Architectural Control committee for the submitted plans.

**ARTICLE III
RESTRICTIONS FOR SINGLE FAMILY RESIDENTIAL DWELLINGS**

A. The Lot shall be used only for single family residential dwelling purposes, and no Lot shall contain more than one (1) detached single family dwelling.

B. No building shall be created, altered, placed or permitted to remain on any Lot other than the one (1) detached, single family dwelling referred to above, and said dwelling shall conform to the following requirements:

- | | | |
|--|---------------|--|
| 1. One-story house with attached garage | 1,300 sq. ft. | On the main floor, exclusive of garage area (garage must be approximately at the same level as the main floor) |
| 2. One-story house with basement garage | 1,400 sq. ft. | On the main floor |
| 3. One and one-half and two story houses | 1,800 sq. ft. | Total area above the basement level; minimum 1,000 sq. ft. on the main floor |
| 4. Split entry (bi-level house) | 1,500 sq. ft. | On the main floor |
| 5. Tri-level (split | 1,700 sq. ft. | Total area above |

C. For the purpose grade, be measured from side(s). Area means include porches, stoops, of the dwelling shall be percent (100%) above ground shall have attached, or than four hundred (400) :

D. All buildings at least thirty-five (35) feet from the lines and at least twenty feet from the lines as indicated by the Owner as hereinafter provided, but buildings for purposes of this residential building.

E. Exposed portion of stone even if a porch or street. Exposed portion located on a corner lot foundation on the sides of the foundation on the side or shall be painted.

F. In the event the said fireplace and/or beyond the outer perimeter enclosure of the fireplace and/or the outer perimeter of the finished with, the same protrudes. If more than the foregoing, when any and/or the enclosure perimeter of the dwelling be constructed of, or if that protrude from the roof from the roof. In the faced with clay-fired brick roof ridge.

G. No fences may be erected on any adjoining street the stone and are subject to fences shall not be permitted prohibited.

H. No structure of erected on said lot or on residential dwelling shall be assembled on constructed or erected lots.

I. No primary flat wood shakes or wood shingles

J. Public sidewalk the time of completion of details, materials and thereof. The maintenance of the Lots.

C. For the purposes of these restrictions, two-story height shall, when the basement is exposed above finish grade, be measured from the basement ceiling on the exposed side(s) to the eave of the structure on the same side(s). Area means finished habitable space, measured to the exterior of the enclosing walls, and does not include porches, stoops, breezeways, courtyards, patios, decks, basements, garages or carports. The maximum height of the dwelling shall be two (2) stories. The basement is not considered a story even if it is one hundred percent (100%) above grade on one side, and essentially below grade on the other three (3) sides. All dwellings shall have attached, enclosed, side-by-side, two (2) car garages minimum which must contain an area of not less than four hundred (400) square feet.

D. All buildings on Lots 70 through 76, inclusive, and on Lots 154 through 178, inclusive, shall be located at least thirty-five (35) feet from the front Lot line. All buildings on all other Lots shall be located at least thirty (30) feet from the front Lot line. All buildings shall be located at least five (5) feet from the side Lot lines and at least twenty-five (25) feet from the rear Lot line. On corner Lots, either street side may be designated by the Owner as the front, and either nonstreet side as the rear, for purposes of determining compliance herewith, but buildings must be at least seventeen and one-half (17.5) feet from the other street side Lot line. For purposes of this restriction, eaves, open slab on-grade patios and steps shall not be considered part of the building.

E. Exposed portions of the foundation on the front of each dwelling are to be covered with clay-fired brick or stone even if a portion of those exposed foundations may be perpendicular, or nearly so, to the affronting street. Exposed portions of the foundation on the side of each dwelling facing the street, when said dwelling is located on a corner lot, are to be similarly covered with clay-fired brick or stone. Exposed portions of the foundation on the sides or rear not facing a street or dwelling located on a corner lot, and the exposed portion of the foundation on the sides and rear of every other dwelling shall be covered with clay-fired brick, stone, siding or shall be painted.

F. In the event that a fireplace is constructed as a part of a dwelling on any lot, except a corner Lot, and said fireplace and/or the enclosure for the fireplace flue, is constructed in such a manner so as to protrude beyond the outer perimeter of the front or side of the dwelling, or is exposed above the plane of the roof, the enclosure of the fireplace and flue shall be constructed of, or finished with, clay-fired brick or stone. If the fireplace and/or the enclosure for the fireplace flue is constructed in such a manner so as to protrude beyond the outer perimeter of the rear of the dwelling, the enclosure of the fireplace and flue may be constructed of, or finished with, the same material as is the dwelling at the point from which the fireplace and/or the flue protrudes. If more than one fireplace is planned, all shall comply with the above requirements. Notwithstanding the foregoing, when any fireplace is constructed as a part of a dwelling on any corner Lot, and said fireplace and/or the enclosure for the fireplace flue is constructed in such a manner so as to protrude beyond the outer perimeter of the dwelling, or is exposed above the plane of the roof, the enclosure of the fireplace and flue shall be constructed of, or finished with clay-fired brick or stone. The parts of the pre-fabricated metal furnace flues that protrude from the roof of a dwelling must be painted and no furnace flue may protrude more than five (5) feet from the roof of the dwelling, as measured from the top cap of the flue to the point from which the flue emerges from the roof. In the event that a dwelling is constructed without a fireplace, the furnace flue must then be faced with clay-fired brick or stone above roof level. All furnace flues must be located on the rear side of the roof ridge.

G. No fences may be built forward of the rear-most wall of the house and, under no circumstances, closer to any adjoining street than the property line. Fences shall be constructed only of wood, decorative iron, brick or stone and are subject to the approval of the Architectural Control Committee referred to above. Wire or chain-link fences shall not be permitted. Temporary or permanent barbed wire, electrified, and/or snow fences are strictly prohibited.

H. No structure of a temporary character, trailer, basement, tent, shack, barn or other out building shall be erected on said lot or used as a residence, temporarily or permanently. No prefabricated or factory built house or residential dwelling built elsewhere shall be moved onto or assembled on any of said Lots. No pre-cut dwelling shall be assembled on any of said Lots. No full or partial subterranean dwellings or log houses shall be constructed or erected on any Lot. No dwelling shall be moved from outside of the Properties onto any of said Lots.

I. No primary flat or mansard roof shall be permitted on any dwelling. All dwellings shall be roofed with wood shakes or wood shingles.

L. No stable or other shelter for any animal, livestock, fowl or poultry shall be erected, altered, placed or permitted to remain on any Lot. No animals, livestock, fowl, or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats, or other household pets maintained within the dwelling may be kept, provided that they are not kept, bred or maintained for any commercial purpose and, provided, that they are kept confined to the Lot of their owner and are not permitted to run loose outside the Lot of the Owner.

M. No incinerator, or trashburner shall be permitted on any Lot. No garbage, trash can or container shall be permitted to remain outside of any dwelling unless completely screened from view from every street and from all other Lots in the subdivision. No garden, lawn or maintenance equipment of any kind whatsoever shall be stored or permitted to remain outside of any dwelling except while in actual use. No garage door shall be permitted to remain open except when entry to and exit from the garage is required. No clothesline shall be permitted outside of any dwelling at any time. Any exterior air conditioning condensing units or heat pump units shall be placed in the rear yard of the dwelling and in no case closer than twelve (12) feet to the neighboring property line. Detached accessory buildings are not permitted.

N. No automobile, boat, camping trailer, van-type campers, autodrawn trailer of any kind, mobile home, motorcycle, snowmobile, or other self-propelled vehicles shall be stored or maintained outside of the garage. For purposes of the preceding provision, "stored or maintained outside of the garage" shall mean, parking the vehicle or trailer on the driveway, or any part of the Lot, outside of the garage for seven (7) or more consecutive days. All repair or maintenance work on automobiles, boats, camping trailers, van-type campers, auto-drawn trailers of any kind, mobile homes, motorcycles, snowmobiles or other self-propelled vehicles must be done in the garage. The dedicated street right-of-way located between the pavement and the Lot line of any residential Lot shall not be used for the parking of any vehicle, boat, camper or trailer. Automobiles and other self-propelled vehicles parked out-of-doors within the premises above-described, or upon the streets thereof, must be in operating condition.

O. All Lots shall be kept free of rubbish, debris, merchandise and building material; however, building materials may be placed on Lots when construction is started on the main residential structure intended for such Lot. In addition, vacant Lots where capital improvements have not yet been installed shall not be used for dumping of earth or any other waste materials, and shall be maintained level and smooth enough for machine mowing. No vegetation on vacant lots, where capital improvements have not yet been installed shall be allowed to reach more than a maximum height of twelve (12) inches.

P. Except for the purpose of controlling erosion on vacant Lots, no field crops shall be grown upon any Lot at any time.

Q. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood, including, but not limited to, odors, dust, glare, sound, lighting, smoke, vibration and radiation. Further, home occupations, as defined in the Zoning Code of the Municipal Code of the City of Omaha, Nebraska, shall not be permitted to take place within any of the residential dwellings.

R. A dwelling on which construction has begun must be completed within one (1) year from the date the foundation was dug for said dwelling.

S. Vegetable gardens and rock gardens shall be permitted only if maintained in the designated rear yard of any Lot, behind the dwelling on said Lot. Further, vegetable gardens and rock gardens must be approved by the Architectural Control Committee.

T. No residential dwelling shall be occupied by any person as a dwelling for such person until the construction of such dwelling has been completed, except for minor finish details as determined and approved by the Architectural Control Committee.

U. 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, dwelling or property unless approved by the Architectural Control Committee in writing. No advertising sign or posters of any kind shall be erected or placed on any of said Lots, except the residential "For Sale" signs, not exceeding six (6) square feet in size, shall be permitted and, provided further, that such restriction as to sign size shall not apply to any sign erected by the Declarant, or his agents, in his development of Pacific Meadows or signs approved by the Architectural Control Committee in writing.

V. All driveways shall be constructed of concrete, brick or asphaltic concrete.

A. A perpetual Telephone Company, the successors, and any instrumentalities and power and for all tele adjoining the rear bo and future owners of condition that if any within 36 months of l replacement within 6l become void as to six easementway, but the s interfere with the afo

B. All telephon underground.

In the event that improved within five installation of its di ("Five Year Term"), th of Four Hundred Fifty considered as unispr shall be considered a of the City or other a

Each development l within that Phase h separate phase. In d of it's distribution s

Such charge shall is not paid within si its successors to th interest commencing upc or the maximum rate all

A. The Declarant proceeding at law or in by the provisions of th or other dues for such herein contained shall

B. The covenants five (25) years from th any person, firm, cor shall determine in i Thereafter this Declar (50%) of the lots cover

ARTICLE IV
Easements and Licenses

A. A perpetual license and easement is hereby reserved in favor of and granted to the Northwestern Bell Telephone Company, the City or County franchised cable television firm and to Omaha Public Power District, their successors, and assigns, to erect and operate, maintain, repair, and renew cables, conduits, and other instrumentalities and to extend wires for the carrying and transmission of electric current for light, heat and power and for all telephone and telegraph and message services and cable television under a 8-foot strip of land adjoining the rear boundary lines of said Lots, and license being granted for the use and benefit of all present and future owners of said lots; provided, however, that said lot line easement is granted upon the specific condition that if any said utility companies fail to construct wires or conduits along any of the said lot lines within 35 months of the date hereof, or if any wires or conduits are constructed but hereafter removed without replacement within 60 days after their removal, then this lot line easement shall automatically terminate and become void as to such unused or abandoned easementways. No permanent buildings shall be placed in perpetual easementway, but the same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the aforesaid uses or rights herein granted.

B. All telephone, cable television and electric power service lines from property line to dwelling shall be underground.

ARTICLE V
COVENANTS RELATING TO TELEPHONE COMPANY

In the event that ninety percent (90%) of all the Lots 1 through 235, inclusive, of Pacific Meadows are not improved within five (5) years from the date that Northwestern Bell Telephone Company shall have completed the installation of its distribution system for said Lots 1 through 235, inclusive, 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 question by officials of the City or other appropriate governmental authority.

Each development phase shall be considered separately in determining whether ninety percent (90%) of the lots within that Phase have been improved within the Five (5) Year Term. Lots 1 through 235 shall be considered a separate phase. In determining the date Northwestern Bell Telephone Company shall have completed the installation of its 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 sixty (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 sixty (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 twelve percent (12%) per annum at the time.

ARTICLE VI
GENERAL PROVISIONS

A. The Declarant, or its assigns, or any owner of a lot named herein, shall have the right to enforce by proceeding at law or in equity, all restrictions, conditions, covenants, and reservations, now or hereafter imposed by the provisions of this Declaration, either to prevent or restrain any violation of same, or to recover damages or other dues for such violation. Failure by the Declarant or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

B. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty-five (25) years from the date this Declaration is recorded. 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

IN WITNESS WHEREOF, the Declarant has caused these presents to be executed this 26th day of January, 1987.

DECLARANT:

PACIFIC MEADOWS LIMITED PARTNERSHIP,
a Nebraska Limited Partnership

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

By: N.P. Dodge, Jr.

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 26th day of January, 1987, before me the undersigned, a Notary Public in and for said County and State, personally came N.P. Dodge, Jr., known to me to be the President of Dodge Development, Inc., a Nebraska corporation, which corporation is the sole general partner of Pacific Meadows Limited Partnership, a Nebraska limited partnership, and acknowledged that he executed as the willful act and deed of such corporation, and the willful act and deed of said Limited Partnership, and that the corporate seal was thereto affixed by its authority.

Witness my hand and official seal the day and year last above written.

GENERAL NOTARY-STATE of Nebraska
WILLIAM L. MORRISON, JR.
My Comm. Exp. Sept. 14, 1988

William L. Morrison, Jr.
Notary Public

form covenant. pa4 (012467-14:56)



I/We, Darlene
("Trustor"), under
("Deed of Trust")
("Trustee") and
("Beneficiary"),

LEGAL DESCRIPTION

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platted and re

hereby acknowledged
to be executed by
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substantially did
mortgage in the c

Trustor acknowledge
the execution of

Executed and

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1987 JAN
GEORGE
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COURT

State of Nebraska
County of Douglas

The foregoing
day of January

Darlene S. Crookham

Witness my hand
in said County, t

My commission



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BOOK 970 PAGE 701

AMENDMENT TO RESTRICTIVE COVENANTS

THIS AMENDMENT, to Declaration of Covenants, Conditions and Restrictions, made this 10th day of July, 1991 by Pacific Meadows Limited Partnership, a Nebraska Limited Partnership (herein referred to as the "Declarant"),

WHEREAS, on January 26, 1987, the Declarant executed a certain Declaration of Covenants, Conditions and Restrictions (herein referred to as the "Covenants") on the following described real property:

Lots 1 through 235, inclusive, of Pacific Meadows, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska,

WHEREAS, said Covenants were recorded in Book 802, Page 615 in the Register of Deed's office of Douglas County, Nebraska, and

WHEREAS, Article VI.B. of said Covenants provides, "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, Article II A. of the Covenants is amended as follows:

- 1. Added as a new paragraph D of Article VI shall be the following:

"Upon written application of any Owner, the Declarant, or its assigns may waive any provisions of these Covenants, including but not limited to, the distance of a building from front, rear and side Lot line, upon the Declarant, or its assigns, finding both of the following: (1) the application of a Covenant will result, in the sole and absolute discretion of the Declarant or its assigns, in an undue hardship to the Owner applying for a waiver and (2) the waiver of said Covenant will not, in the sole and absolute discretion of the Declarant or its assigns, adversely affect the other Owners of Lots covered by these Covenants. This right of the Declarant, or its assigns, to grant waivers as outlined herein shall continue for the full life of these Covenants.

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BOOK 970 PAGE 702

2. All other provisions of said Covenants, except as modified herein, shall continue in full force and effect.

IN WITNESS WHEREOF, the Declarant has caused this First Amendment to be executed this 10th Day of July, 1991.

DECLARANT:

PACIFIC MEADOWS LIMITED PARTNERSHIP,
A Nebraska Limited Partnership

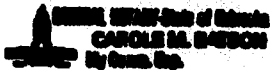
BY: DODGE DEVELOPMENT, INC.,
a Nebraska corporation, the
sole general partner

BY: W. L. Morrison, Jr.
President

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 10th day of July 1991, before me the undersigned, a Notary Public in and for said County and State, personally came W. L. Morrison, Jr., known to me to be the President of Dodge Development, Inc., a Nebraska corporation, which corporation is the sole general partner of Pacific Meadows Limited Partnership, a Nebraska limited partnership, and acknowledged that he executed as the voluntary act and deed of such corporation, and the voluntary act and deed of said Limited Partnership.

Witness my hand and official seal the day and year last above written.

 CAROL M. WATSON
Notary Public

Carol M. Watson
Notary Public

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GEOFFREY J. BUGLEWICZ
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

We, DA'
("Trustor"),
("Deed of TR'
BANK & TRUST
("Beneficiari

LOT 235
SURVEY

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Trustor
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Executer

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County of Dou

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BUILDERS, INC

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 Register of Deeds, Douglas County, NE
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2012006299

**SECOND AMENDMENT TO DECLARATION OF COVENANTS,
 CONDITIONS AND RESTRICTIONS FOR PACIFIC MEADOWS
 LOTS 1 THROUGH 235 INCLUSIVE**

THIS SECOND AMENDMENT ("Second Amendment") TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR PACIFIC MEADOWS is effective as of the date it is recorded and has been executed on the dates hereinafter set forth by the Owners of not less than ninety percent (90%) of the Lots covered by the Declaration (defined below).

PRELIMINARY STATEMENT

WHEREAS: By Declaration of Covenants, Conditions and Restrictions for Pacific Meadows Lots 1 Through 235 Inclusive, recorded January 27, 1987, in Book 802, Page 615; and amended by Amendment to Restrictive Covenants dated July 10, 1991, recorded in Book 970, Page 701; of the Miscellaneous Records of the Register of Deeds of Douglas County, Nebraska (hereinafter referred to collectively as the "Declaration"), the following described Lots were subjected to certain restrictions, covenants, conditions and easements:

Lots 1 through 235, inclusive, of Pacific Meadows, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska.

WHEREAS: Article VI, Paragraph B of the Declaration provides for amendment of the Declaration.

WHEREAS: The Owners desire to continue to protect and enhance the values, integrity, character and residential quality of all Lots and improvements to the Lots.

NOW, THEREFORE, in consideration of the forgoing preliminary statements and the mutual covenants of the Owners of the Lots, the Owners have amended and restated certain clauses of the Declaration as follows:

RETURN: FHPM Homeowners Assn
PO Box 540352

1. **Article II; Architectural Control.** The Paragraphs and Subparts of Article II of the Declaration are deleted and replaced with the following.

A. No dwelling, fence, wall, driveway, patio, patio enclosure, deck, swimming pool, rock garden, tree-house, tool shed, television or radio antenna, solar collecting panels or equipment, wind-generating power equipment, or other external improvements, above or below the surface of the ground, that do not conform with this Declaration shall be built, erected, placed, planted, altered, or otherwise maintained or permitted to remain on any Lot, nor shall any grading or excavation be commenced, without express written prior approval of the Architectural Control Committee or its permission by implied approval procured in the manner set forth below.

B. The Architectural Control Committee shall consider general appearance, exterior color or colors, architectural character, harmony of external design and location in relation to surroundings, topography, location within Lot boundary lines, quality of construction, size and suitability for residential purposes as part of its review procedure. Only exterior colors of earthtone hues will be acceptable unless approved by the Architectural Control Committee. The Architectural Control Committee specifically reserves the right to deny permission to construct, place, or alter any of the above mentioned improvements which it determines will not conform to the general character plan and outline for the Properties.

C. Documents submitted for approval shall be clear, concise, complete, consistent, and legible. All drawings shall be to scale. Samples of materials to be included in the improvement may be required of the applicant at the discretion of the Architectural Control Committee. Submittals for approval shall be made in duplicate and the comments and actions of the Architectural Control Committee will be marked on both copies. One copy may be retained as part of the permanent records of the committee, and one copy shall be returned to the applicant. Each applicant shall submit to the committee the following documents, materials, and/or drawings (as applicable).

1. Site plan indicating specific improvement and indicating Lot number, street address, grading, surface drainage and sidewalks.

2. Complete construction plans, such as, but not limited to, basement and upper floor plans, floor areas of each level, wall sections, stair and fireplace sections, and exterior elevations clearly indicating flues or chimneys, type and extent of siding, roofing, other faces and/or veneer materials, and colors.

3. An architectural review fee of fifty dollars (\$50.00) per improvement plan or Lot will be charged. Said fee is subject to adjustment or waiver at the discretion of the Architectural Control Committee. Additional review fees may be required for

resubmissions for the same Lot, or alterations or additions to previously reviewed submittals. If construction has commenced on any improvement without Architectural Control Committee approval, the review fee will be one hundred dollars (\$100.00). The applicants name, address, and telephone number shall appear on each set of plans submitted. If applicant wishes that his plans be returned via the mail, he shall include with his submittal an additional amount sufficient to cover the postage for same.

D. The approval or disapproval of the Architectural Control Committee as required in these covenants shall be in writing, which may be given electronically. Failure of the committee to give either written approval or disapproval of submitted plans within thirty (30) days after receipt of all of the required documents and fee described above, by mailing such written approval or disapproval to the last known address or electronic address of the applicant as shown on or received with the submitted plans, shall operate as a waiver of the requirements for approval by the Architectural Control Committee and release such plans from the provisions of the covenants contained in this Declaration. Further, construction of any improvements to a Lot that comply with the terms of this Declaration are deemed approved by the Architectural Control Committee, and do not require submission of plans or fees as set forth in this Declaration.

2. Article III; Restrictions for Single Family Residential Dwellings. Those Paragraphs of Article III of the Declaration identified in this Section 2 are deleted and replaced with the following. All other Paragraphs of Article III remain as set forth in the Declaration.

G. No fences shall be built forward of the midline of the side walls of the primary residential structure on a Lot; and, under no circumstances, closer to any adjoining street than the property line. Fences may be constructed of wood, decorative iron or such materials as are subject to the approval of the Architectural Control Committee referred to above. Wire or chain-link fences shall not be permitted. Temporary or permanent barbed-wire, electrified, and/or snow fences are strictly prohibited. Decks may be located in the designated rear yard of any Lot, and may be constructed using wood or such other composite materials that are similar in appearance to wood and commonly used for construction of decks.

I. No primary flat or mansard roof shall be permitted on any dwelling. All dwellings shall be roofed with wood shakes, wood shingles, or laminated (three-dimensional or architectural) shingles with a minimum 30 year rating/warranty. All roofing must similarly match the wood shake appearance, must maintain the weathered wood color (shades of brown and gray are acceptable), and must conform to the architectural character and harmony of the neighborhood.

M. No incinerator or trash burner shall be permitted on any Lot. No garbage or trash can or container shall be permitted to remain outside any dwelling, except for pick up purposes during the period twelve (12)

hours before and after the regularly scheduled garbage collection day, unless completely screened from view from every street and from all other Lots in the subdivision. No garden, lawn or maintenance equipment of any kind whatsoever shall be stored or permitted to remain outside of any dwelling except while in actual use. No garage door shall be permitted to remain open except when entry to and exit from the garage is required. No clothesline shall be permitted outside of any dwelling at any time. Any exterior air conditioning condensing units or heat pump units shall be placed in the rear yard of the dwelling and in no case closer than ten (10) feet to the neighboring property line. Detached accessory buildings are not permitted.

S. Vegetable gardens and rock gardens shall be permitted only if maintained and located in the designated rear yard of any Lot. Rock gardens do not include rock commonly used along with landscape.

3. **Article VI; General Provisions.** The Paragraph of Article VI of the Declaration identified in this Section 3 is deleted and replaced with the following. All other Paragraphs of Article VI remain as set forth in the Declaration.

B. The covenants and restrictions of this Declaration shall run with and bind the land for a term of ten (10) years from the date this Declaration is recorded, after which time they shall automatically extend for successive periods of ten (10) years unless terminated prior to expiration by an instrument signed by not less than seventy percent (70%) of the Owners of the Lots covered by this Declaration. This Declaration may be amended by an instrument signed by the Owners of not less than seventy percent (70%) of the Lots covered by this Declaration. Any amendment, modification or extension must be recorded in the office of the Register of Deeds to be effective.

4. **Recording Purposes Statement.** As required pursuant to the terms of Article VI, Paragraph B of the Declaration prior to its amendment herein, signatures of the Owners of not less than 90% of the Lots covered by the Declaration were obtained to effect this Second Amendment; and copies of the Owners' signatures are attached within Schedule A to this Second Amendment. Solely to effect electronic scanning and recording of this Second Amendment by the Douglas County Register of Deeds, this Second Amendment is being executed by officers of the Fountain Hills-Pacific Meadows Homeowners Association, Inc. (the "Association") under Article II, Paragraphs (a) and (b), and Article V of the Association's By-Laws.

5. **Defined Terms.** Capitalized terms used, but not defined, in this Second Amendment have the meanings given to them in the Declaration.

6. **General.** The Declaration is in all other matters ratified and affirmed.

SIGNATURE PAGE FOLLOWS

This Second Amendment to Declaration of Covenants, Conditions and Restrictions for Pacific Meadows Lots 1 through 235 Inclusive is executed this January 19, 2012.

C. Salzm

Cyndy Salzmann, President
Fountain Hills-Pacific Meadows Homeowners Association, Inc.

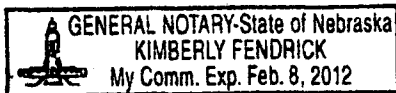
Kimberly Fendrick

Kimberly Fendrick, Secretary
Fountain Hills-Pacific Meadows Homeowners Association, Inc.

State of Nebraska)
): ss.
County of Douglas)

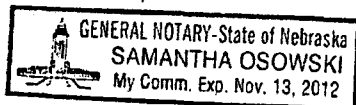
The foregoing instrument was acknowledged before me this 19 day of January, 2012, by Cyndy Salzmann, as President of the Fountain Hills-Pacific Meadows Homeowners Association, Inc.

Kimberly Fendrick
Notary Public



State of Nebraska)
): ss.
County of Douglas)

The foregoing instrument was acknowledged before me this 20 day of January, 2012, by Kimberly Fendrick, as Secretary of the Fountain Hills-Pacific Meadows Homeowners Association, Inc.



S. Osowski
Notary Public

SCHEDULE A

[See Attached Signature Pages]

