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**AMENDED AND RESTATED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS OF PACIFIC PARK,
A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA**

THIS AMENDED AND RESTATED DECLARATION (this "Declaration"), made on the date hereinafter set forth, is made by the undersigned owners of the real estate subject to the Declaration.

PRELIMINARY STATEMENT

There is a certain Declaration of Covenants, Conditions and Restrictions, dated May 13, 1985, recorded with the Douglas County Register of Deeds at Book 738, Page 514 *et seq.*, as amended (the "Original Declaration"), which governs the ownership and use of the following real estate:

Lots 1 through 6, inclusive and Lots 10 and 11, Pacific Park, a subdivision in Omaha, Douglas County, Nebraska.

(collectively, the "Properties").

The Original Declaration provides, in Article XI, Section 6, that the Declaration may be amended upon the execution of an instrument signed by not less than two thirds (2/3) of the Owners of the Lots, as such terms are defined in the Original Declaration.

The undersigned have determined that it is in the best interest of all those involved to amend the Original Declaration by the replacement of the Original Declaration with this Declaration as an amendment and restatement thereof.

NOW, THEREFORE, it is declared that each and all of the Properties shall be held, sold and conveyed subject to the following restrictions, covenants, conditions and easements, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Properties and the enjoyment of the residents of the Properties. These restrictions, covenants, conditions and easements shall run with such Properties and shall be binding upon all parties having or acquiring any right, title or interest in each Properties, or any part thereof, as is

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Mark J. LaPuzza
Pansing Hogan Ernst & Bachman LLP
10250 Regency Circle
Omaha, NE 68114

more fully described herein. The Properties are subject to all and each of the following conditions and other terms:

**ARTICLE I
DEFINITIONS**

1. "Association" shall mean and refer to Pacific Park Property Owners Association, Inc., a Nebraska nonprofit corporation, its successors and assigns.

2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to a Lot but excluding, however, those persons or entities having any interest in any of such Lots merely as a security for the performance of an obligation. The purchaser of a Lot under a land contract or similar instrument shall be considered the Owner.

3. "Properties" shall mean and refer to the real property described as follows:

Lots 1 through 11, inclusive, in Pacific Park, a subdivision in Omaha, Douglas County, Nebraska.

4. "Lot" shall mean and refer to the real property described as follows:

Lots 1 through 9, inclusive, in Pacific Park, a subdivision in Omaha, Douglas County, Nebraska.

5. "Common Area" shall mean all real property, together with improvements thereto, owned by the Association or any easements, licenses or rights of access granted to the Association and/or to all Owners including, but not limited to:

Lots 10 and 11, inclusive, in Pacific Park, a subdivision in Omaha, Douglas County, Nebraska.

6. "Townhome Unit" shall mean an individual dwelling unit situated on a Lot.

7. "Architectural Review Committee" shall mean the Board of Directors of the Association or a committee appointed thereby.

8. "Improvement" shall mean residence, building, fence, wall, driveway, patio, patio enclosure, swimming pool, dog house, pool house, flag pole, yard art, basketball goal, above or below the ground pool or other external improvement, including landscaping, or any grading or excavation for any Improvement.

9. "Permitted Patio or Deck Area Improvement" shall mean any Improvement within the Patio or Deck Area of a Lot which is a) blocked from outside view by a fence or hedge, and b) shorter than the fence or hedge of the Patio Area, except that trees and shrubs may be taller than the fence or hedge and still be considered a Permitted Patio or Deck Area Improvement.

ARTICLE II.
RESTRICTIONS AND COVENANTS

1. Each Lot shall be used exclusively for single-family residential purposes. No Townhome Unit may be rented without the express written consent of the Association.

2. Other than Permitted Patio or Deck Area Improvements, no Improvement shall be constructed, erected, placed or permitted to remain on any Lot, except for Improvements which have been approved by Architectural Review Committee as follows:

(a) An Owner desiring to erect an Improvement on any Lot shall deliver two sets of construction plans, detailed landscaping plans, and plot plans to Architectural Review Committee (herein collectively referred to as the "plans"). Such plans shall include a description type, quality, color and use of materials proposed for the exterior of such Improvement. Concurrent with submission of the plans, Owner shall notify the Architectural Review Committee of the Owner's mailing address.

(b) Architectural Review Committee shall review such plans in light of the conditions and restrictions in this Article II of this Declaration and in relation to the type and exterior of improvements which have been constructed, or approved for construction, on the Lots. The Lots shall be developed as a residential community with homes constructed of high quality materials. The decision to approve or refuse approval of a proposed Improvement shall be exercised by the Architectural Review Committee in a reasonable manner to promote conformity and harmony of the external design of the improvements constructed within the Pacific Park subdivision and to protect the value, character and residential quality of all Lots in a manner consistent with this Declaration. By way of illustration, and not of limitation, it is intended that the architecture of the residential structures constructed shall be consistent with the architecture presently existing on the Lots. If the Architectural Review Committee determines that the external design and location of the proposed Improvement does not conform with the standards or requirements of this Declaration, does not conform with the surrounding improvements and topography/landscaping or will not protect and enhance the integrity and character of all the Lots and neighboring lots, if any, as a quality residential community, the Architectural Review Committee may refuse approval of the proposed Improvement.

(c) Written Notice of any approval or disapproval of a proposed Improvement shall be mailed, e-mailed or hand delivered to the owner at the address specified by the owner upon submission of the plans. Such notice shall be mailed, if at all, within thirty (30) days after the date of submission of the plans. If notice of approval is not mailed within such period, the proposed Improvement shall be disapproved by the Architectural Review Committee.

(d) No Lot Owner or other person shall have any right to any action by the Architectural Review Committee, or to control, direct or influence the acts of the Architectural Review Committee with respect to the approval or disapproval of any proposed Improvement. No responsibility, liability or obligation shall be assumed by or

imposed upon the Architectural Review Committee by virtue of the authority granted to in this Section, or as a result of any act or failure to act by the Architectural Review Committee with respect to any proposed Improvement.

3. No single-family residence shall be created, altered, placed or permitted to remain on any Lot other than one detached or attached single-family dwelling which does not exceed two stories in height.

4. Except as otherwise specifically approved by the Architectural Review Committee, the exposed front and street side foundation walls, and subject to the sole determination of the Architectural Review Committee such other exposed foundation walls, of all residential structures must be constructed of or faced with stone, simulated stone, brick or simulated brick. All driveways must be constructed of asphalt. All foundations shall be constructed of concrete or concrete blocks. The roof of all Improvements shall be covered with asphalt shingles, or other shingle colors and materials approved in writing by the Architectural Review Committee.

5. No advertising signs, billboards, unsightly objects or nuisances shall be erected, placed or permitted to remain on any Lot except three total signs per Lot consisting of not more than six (6) square feet each, with one (1) placed on the Lot and two (2) in the Common Area advertising a lot as "For Sale" or identifying the contractors actively working to repair or improve a Townhome Unit other than the Owner; 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. No personal advertisements or political signs are permitted.

6. No exterior television or radio antenna or satellite receiving dish of any type shall be permitted on any Lot, provided, however, an antenna or dish that is designed to receive over-the-air programming signals that does not exceed forty (40) inches in diameter and that is attached directly to the residence, may be permitted if the location and size of the proposed dish is approved by the Architectural Review Committee. No solar panel or windmill may be placed within the Properties.

7. No repair of any boats, automobiles, motorcycles, trucks, campers or similar vehicles requiring a continuous time period in excess of forty-eight (48) hours shall be permitted on any Lot at any time; nor shall vehicles offensive to the neighborhood be visibly stored, parked or abandoned on any Lot. No unused building material, junk or rubbish shall be left exposed on the Lot except during actual building operations, and then only in as neat and inconspicuous a manner as possible.

8. No boat, camper, trailer, auto-drawn or mounted trailer of any kind, mobile home, truck, aircraft, camper truck or similar chattel shall be parked, maintained or stored on any part of a Lot (other than in an enclosed structure) for more than twenty (20) days within a calendar year. No more than two (2) motor vehicles may be parked or stored outside on any Lot per Unit. No grading or excavating equipment, tractors or semitractors/trailers shall be stored, parked, kept or maintained in any yards, driveways or streets. However, this Article II, Section 8 shall not apply to trucks, tractors or commercial vehicles which are necessary for the construction or

repair of residential dwellings or other Improvements during the period of construction. All residential Lots shall provide at least the minimum number of off street parking areas or spaces for private passenger vehicles required by the applicable zoning ordinances of the City of Omaha.

9. No incinerator, trash burner or fuel tank shall be permitted on any Lot. No garbage or trash can or container shall be permitted outside unless screened from view, except for pickup purposes. Garage doors shall be kept closed except during ingress and egress. 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 clothesline shall be permitted outside of any dwelling at any time. No garage or estate sale shall be permitted without the express consent of the Board and then only in compliance with Association Guidelines related thereto.

10. Exterior lighting installed on any Lot shall either be indirect or of such a controlled focus and intensity as not to disturb the residents of adjacent Lots.

11. No hedges or mass planted shrubs shall be permitted more than ten (10) feet in front of the front building line unless otherwise approved by the Architectural Review Committee. No fence may be installed without the prior approval of the Architectural Review Committee. In all events, installed fences must comply with applicable set back requirements imposed by the City of Omaha. All fences erected on Lots must be constructed using the type of material presently standing or otherwise approved by the Architectural Review Committee. No fences or walls shall exceed a height of the presently existing fences on the Properties unless otherwise approved by the Architectural Review Committee.

12. Construction of any Improvement shall be completed within one (1) year from the date of commencement of excavation or construction of the Improvement. Grading plans must be submitted to and approved by the Architectural Review Committee prior to commencement of Improvements to any Lot. The Architectural Review Committee shall review the grading plans in light of commercially recognized development and engineering standards.

13. All sidewalks and walkways shall be constructed to comply with any requirements of the City of Omaha.

14. Driveway approaches between the sidewalk and curb shall be constructed of concrete. Should repair or replacement of such approach be necessary, the repair or replacement shall also be of concrete. No asphalt overlay of driveway approaches will be permitted.

15. 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 more than a total of three (3) dogs and three (3) cats may be kept on any Lot at any time. Any pets shall be kept indoors when not on a leash, attended by the Owner. No invisible or underground fence shall be permitted. No breeding shall be allowed.

16. Any exterior air conditioning condenser unit shall be placed in the rear yard or any side yards so as not to be visible from public view. No grass, weeds or other vegetation will be grown or otherwise permitted to commence or continue, and no dangerous, diseased or otherwise objectionable shrubs or trees will be maintained on any Lot so as to constitute an actual or potential public nuisance, create a hazard or undesirable proliferation, or detract from a neat and trim appearance.

17. No temporary structure of any character, and no carport, trailer, modular home, open basement, storage or tool shed, outbuilding, awning or shack shall be erected upon or used on any Lot at any time, either temporarily or permanently, except as allowed by the Architectural Review Committee.

ARTICLE III.
BOUNDARY FENCE AND PRIVATE FENCES AND BEAUTIFICATION

1. There presently exists a fence which extends around the boundary of the Properties generally running along Pacific Street and along 93rd Street in the Common Area (the "Boundary Fence"). The Association shall maintain, repair, renew, paint, reconstruct, install and replace the Boundary Fence.

2. Except for the Boundary Fence, other fences within the Properties shall be maintained by the Owner of the Lot on which the fence is located or, in the case of fences on Common Area other than the Boundary Fence, maintained by the Owner of the Lot for whose benefit the fence exists.

3. Any temporary or permanent plantings or other landscaping improvements must be approved by the Architectural Review Committee. Such landscaping improvements shall be maintained by the Owner installing the improvements, unless such improvements are installed in the Common Areas, in which case the ownership of those improvements shall belong to the Association, following guidelines previously established.

ARTICLE IV.
ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

1. Every Owner shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot. Voting in the Association shall provide one vote for each Townhome Unit, without respect to the number of fractional ownership of Lots owned.

2. In order to ensure that a quorum is present for all meetings of the members, and to allow for orderly management of the Association's affairs, it shall be the duty of each member to attend such meetings or execute and deliver to the Association a continuing proxy prepared by the officers of the Association.

(a) This continuing proxy shall operate in lieu of the actual attendance at the meeting by the specific member and shall be void if the member personally attends that meeting to exercise the member's right to vote.

(b) The continuing proxy shall be voted by the President of the Association in his or her discretion at any meeting. The continuing proxy shall provide on its face that it is valid on a continuous basis for an indefinite period of time (subject to limitations in effect from time to time under the Nebraska Nonprofit Corporation Act) until revoked in writing by the specific Owner.

(c) An Owner may provide a superseding proxy to be voted by his duly authorized attorney in fact for one specific meeting only. The proxy shall be subject to the terms of the Nebraska Nonprofit Corporation Act concerning revocability and life span of the proxy. Failure to attend personally or by proxy is a violation of this covenant.

(d) All proxies shall be in writing and filed with the Secretary of the Association.

(e) Each proxy shall be freely revocable and shall automatically cease when the member giving such proxy shall cease to be an Owner of a Lot or at such earlier time as shall be specified in the proxy or by operation of law.

ARTICLE V
COVENANTS FOR MAINTENANCE ASSESSMENTS

1. The undersigned, for each Lot owned, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association annual assessments or charges, such assessments to be established and collected as herein provided, including annual assessments and special assessments. The annual assessments, together with interest, costs, and attorney's fees, shall be a charge on the Owner's Lot and shall be a continuing lien upon the Lot against when each such assessment is made. Each such assessment, together with interest, costs, and attorney's fees, shall also be the personal obligation of the person(s) who was the Owner of such Lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to such Owner's successors in title unless expressly assumed by them, and in that event all successors shall take title subject to the lien for such assessments, and shall be bound to inquire of the Association as to the amount of any unpaid assessments.

2. The assessments levied by the Association shall be used for the expenses, charges, and costs of the operation of the Association and the exterior maintenance services of the Lots situated thereon as described in Article V, Section 10. Association expenses shall include, but not be limited to, professional fees, management fees, taxes, and utility charges.

3. Annual Dues and assessments shall be as follows:

(a) The Board, prior to the Annual Meeting of the Association, shall prepare a

proposed budget for the Association, including the proposed dues of the Members. The budget and dues shall be adopted if approved by a vote of a two-thirds majority of the members at the annual meeting of the Association or any meeting called for the purpose of adopting a budget.

(b) If no budget is adopted for a certain year, dues shall continue in accordance with the last-adopted budget of the Association.

(c) Any special assessment determined by the Board to be in the best interests of the Association may be levied as approved by a two-thirds majority vote of the members of the Association. Such vote may be held at any meeting of the Association members. Unless, specifically adopted otherwise, any special assessment will be due in a single installment.

4. Written notice of any meeting called for the purpose of members taking any action authorized under Article IV, Section 3(b) shall be sent to all members not less than ten (10) days nor more than thirty (30) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast more than fifty percent (50%) of the votes of the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, at which the presence of members or proxies entitled to cast at least ten percent (10%) of the votes of the membership shall constitute a quorum. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

5. Annual Dues must be uniform among all Lots, except that the Board may abate a portion of the Annual Dues for a Lot which is not receiving certain Association Services.

6. The annual assessments provided for herein shall commence as to Lots on the first day of the month following the date on which they are to be assessed. All assessments shall be collected in advance on an annual, quarterly or monthly basis as from time to time determined by the Board of Directors of the Association. Assessments shall be annually assessed payable quarterly. The Board of Directors shall fix the amount of the annual assessment against each Townhome Unit at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment and the due dates shall be sent to every Owner subject thereto. The Association shall, upon demand and for a reasonable charge (not to exceed \$25), furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

7. Special assessments may be levied in addition to annual assessments upon approval of the majority of Owners at a meeting of the Owners called for such purpose.

8. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the then maximum legal rate for individuals allowable in the State of Nebraska. The Association may bring an action at law against the Owner personally obligated to

pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by maintaining his or her own Lot.

9. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or first Deed of Trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to a mortgage or trust deed foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

10. Common Area Maintenance services (as defined in this Section 10) of each townhome unit and Lot shall be provided by the Association. The Association does hereby reserve and each Owner does hereby consent and grant to the Association and its officers, employees, agents, contractors and repairmen, a perpetual and permanent easement over and across such Townhome Unit and Lot at any reasonable time to make inspections and to perform such exterior maintenance services. "Common Area Maintenance" shall mean the mowing, fertilization and application of chemicals to lawns, bushes and trees, lawn sprinkler operation and repair, mulching, driveway and porch and sidewalk snow removal, exterior painting, asphalt repair and maintenance, gutter cleaning and roof maintenance, repair and replacement. Common Area Maintenance shall at all times be consistent with and comply with the provisions of this Declaration. Common Area Maintenance shall not include any repairs or maintenance of sanitary sewer, water, gas or electrical lines on Owner's Lot, repair or maintenance of gutters, downspouts, landscaping, or any damage to property of any kind normally covered by homeowners insurance policies with extended coverage including but not limited to such items as glass, garage doors, entrance doors and Owner's personal property. All maintenance services that are not the responsibility of the Association shall be the responsibility of each Owner of a townhome unit and Lot. In the event that the need for any Common Area Maintenance is caused through the negligent acts or omissions of an Owner, or through the or negligent acts or omissions of the family, guests, or invitees of an Owner, the cost of such Common Area Maintenance by the Association shall be the personal obligation of the Owner of the Lot and shall be in addition to the assessment to which such Lot is subject under this Declaration. Trees and bushes within fenced area shall be owned by the Townhome Unit owner.

11. The Association may, at its option, obtain insurance covering the Townhome Units and may assess the cost of such insurance as a common expense and, if the Association makes such election, Townhome Unit owners shall be required to personally obtain insurance covering the interior finishes and personal property of such Townhome Unit as a private, separate and personal expense. If the Association does not elect to obtain insurance coverage for the improvements, each Townhome Unit Owner shall provide homeowners insurance with respect to the Townhome Units in an amount equal to at least the full replacement value of said improvements or in an amount as may be required by any mortgage holder, whichever is higher, against loss by fire, lightning, windstorm, and other perils covered by standard extended coverage endorsement, and insurance against such other hazards in amounts as are normally carried by owners of like units. Upon request of the Association from time to time, each Owner shall provide written evidence of this insurance coverage.

12. The Association may, over and above annual assessments, specially assess any Owner for improvements or repairs specially benefitting such Owner or occasioned by the Owner of any Townhome Unit, their family, invitees or licensees or contractors.

ARTICLE VI
PARTY WALLS AND COMMON REPAIRS

1. Any wall which is built as a part of the original construction of any townhome unit upon the Properties and placed on the dividing line between two townhome units shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article V, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

2. The cost of reasonable repair, maintenance and restoration of a party wall shall be shared equally by the Owners who make use of such party wall.

3. If such party wall is destroyed or damaged by fire or other casualty, any Owner who has used such wall may restore it, and if the Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof on an equal basis, subject however, to the right of any Owner to call for a larger contribution from any other Owner under any rule of law regarding liability for negligent or willful acts or omissions.

4. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes such party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements. Owners shall be responsible for the installation and maintenance of heat tape as presently existing or later installed for the purpose of preventing the accumulation of ice and snow on the roofs of Townhome Units. The Association may cause an inspection of the heat tape at the cost of the Owner.

5. The right of any Owner to contribution from any other Owner under this Article VI shall be appurtenant to the land and shall pass to such Owner's successor in title.

6. Any change in the color or materials used in the repair, replacement or maintenance to any building with a party wall shall be made in a unified fashion among the structures sharing a party wall. By way of example, and not limitation, buildings connected by party walls shall have street-fronting materials and trim which are the same between the two or more units sharing a party wall.

ARTICLE VII
STANDING IMPROVEMENTS, REPAIR AND REPLACEMENT

1. As installed and existing as of the date of this Declaration, all Improvements and landscaping improvements shall be deemed to have been approved by the Architectural Review Committee. Any material change to such standing improvements shall require approval of the Architectural Review Committee under this Declaration.

2. Except as expressly set forth in this Declaration, maintenance, repair and replacement of any Improvements or landscaping improvements shall be the private and personal expense and responsibility of the Owner including, but not limited to, building exteriors, windows, skylights, decks, gutter repair and replacement, downspouts, heat tape, garage doors, wood trim (other than painting), doors, patios, tuck pointing, stucco, EIFS and interior structural and finish items. Owners shall be required to maintain the appearance and function of such Improvements in good repair and in appearance consistent therewith unless otherwise approved by the Architectural Review Committee.

3. In the event that the Association determines, in its reasonable discretion, that an Owner has failed to maintain, repair or replace Improvements or landscaping improvements consistent with this Declaration or as reasonably necessary to maintain a cohesive and attractive appearance of the Properties, the Association may provide the Owner with written notice of such failure. The notice shall be required to specify the failures with particularity allowing the Owner to rectify such failures. In the event that the Owner, after notice, to allow the failures to persist, the Association may undertake the maintenance, repair or replacement as identified in the notice and specially assess the Owner for 120% of the cost of such work actually done.

4. The repair and replacement of the sprinkler units directly servicing the gardens within fenced area of any Townhome Unit shall be borne by the Owner thereof and the Association may, at any time, elect to terminate its provision of service to such sprinklers.

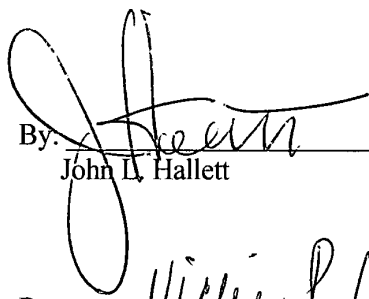
ARTICLE VIII.
GENERAL PROVISIONS

1. The Association or any Owner herein shall have the right to enforce by a proceeding at law or in equity, all reservations, restrictions, conditions and covenants now or hereinafter imposed by the provisions of this Declaration either to prevent or restrain any violation or to recover damages or other dues of such violation. Failure by the Association 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.

2. The covenants and restrictions of this Declaration shall run with and bind the land in perpetuity. This Declaration may be amended by an instrument signed by the legal owners of not less than sixty percent (60%) of the Properties covered by this Declaration.

3. Invalidation of any covenant by judgment or court order shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

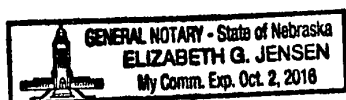
The owners of Lot 1 in Pacific Park, together with Lot 2 of Pacific Park, except the North 74 feet in width thereof hereby consent to the above Amendment and subject their property to the Declaration.

By: 
John L. Hallett

By: 
Vicki P. Hallett

STATE OF NEBRASKA)
) ss.:
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 13th day of November, 2012, by John L. Hallett and Vicki P. Hallett, husband and wife, Owners of Lot 1 in Pacific Park, together with Lot 2 of Pacific Park, except the North 74 feet in width thereof.




Notary Public

The owner of the North 74 feet in width of Lot 2 in Pacific Park, hereby consents to the above Amendment and subjects his property to the Declaration.

By: Marjorie L. Haley
Marjorie L. Haley, Trustee

STATE OF NEBRASKA)
) ss.:
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 4th day of APRIL, 2013, by Marjorie L. Haley, Trustee, Owner of the North 74 feet in width of Lot 2 in Pacific Park.



Carl Troia
Notary Public

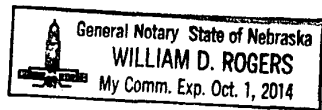
The owner of Lot 3 in Pacific Park, except for the Northerly 27.88 feet in width thereof hereby consents to the above Amendment and subjects her property to the Declaration.

By: Christina Lee Blumkin
Christina Lee Blumkin, Trustee of the Christina Lee Blumkin Amended and Restated Revocable Trust of 2004, executed the 21st day of July, 2004

STATE OF NEBRASKA)
) ss.:
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 28 day of October, 2012, by Christina Lee Blumkin, Trustee of the Christina Lee Blumkin Amended and Restated Revocable Trust of 2004, executed the 21st day of July, 2004, Owner of Lot 3 in Pacific Park, except for the Northerly 27.88 feet in width thereof.

William D. Rogers
Notary Public



The owner of the Northerly 27.88 feet of Lot 3, Pacific Park hereby consents to the above Amendment and subjects her property to the Declaration.

By: *Denise S. DiBiase*
Denise S. DiBiase

STATE OF NEBRASKA)
) ss.:
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 6th day of December, 2012, by Denise S. DiBiase, a ~~single~~ married person, Owner of the Northerly 27.88 feet of Lot 3 in Pacific Park.



Joann K Krummied
Notary Public

The owner of Lot 4 in Pacific Park, hereby consents to the above Amendment and subjects her property to the Declaration.

By: Charlotte Ann Clark
Charlotte Ann Clark, Trustee of the Charlotte Ann Clark Trust Agreement dated November 22, 1995 and amended January 21, 2008

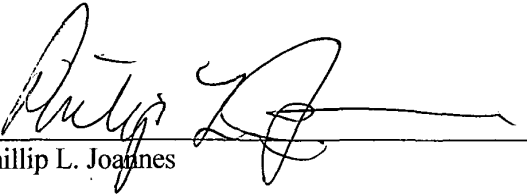
STATE OF NEBRASKA)
) ss.:
COUNTY OF DOUGLAS)

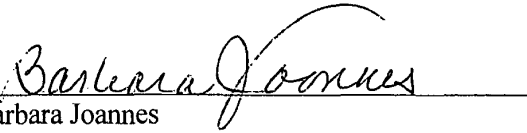
The foregoing instrument was acknowledged before me this 7th day of December, 2012, by Charlotte Ann Clark, Trustee of the Charlotte Ann Clark Trust Agreement dated November 22, 1995 and amended January 21, 2008, Owner of Lot 4 in Pacific Park.



Rick Zuhlke
Notary Public

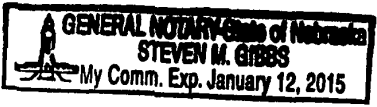
The owners of Lot 5 in Pacific Park hereby consent to the above Amendment and subject their property to the Declaration.


By: 
Phillip L. Joannes

By: 
Barbara Joannes

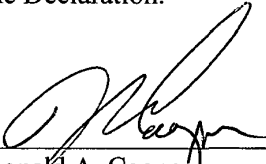
STATE OF NEBRASKA)
) ss.:
COUNTY OF DOUGLAS)

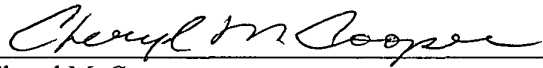
The foregoing instrument was acknowledged before me this 20 day of November, 2012, by Phillip L. Joannes and Barbara Joannes, husband and wife, Owners of Lot 5 in Pacific Park.




Notary Public

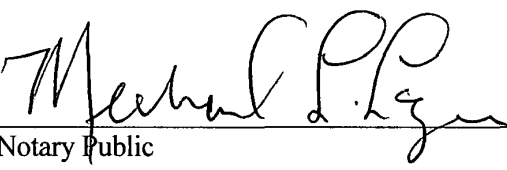
The owners of the Southeasterly 32.20 feet of Lot 6 in Pacific Park hereby consent to the above Amendment and subject their property to the Declaration.

By: 
Ronald A. Cooper

By: 
Cheryl M. Cooper

STATE OF NEBRASKA)
) ss.:
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 9th day of December 2012, by Ronald A. Cooper and Cheryl M. Cooper, husband and wife, Owners of the Southeasterly 32.20 feet of Lot 6 in Pacific Park.


Notary Public



The owner of Lot 6 in Pacific Park, except the Southeasterly 32.20 feet hereby consents to the above Amendment and subjects its property to the Declaration.

WELLS FARGO BANK NEBRASKA, N.A,
Trustee

By: *Rodney L. Al Rashid*
Name: Rodney L. Al Rashid
Title: Vice President

STATE OF NEBRASKA)
) ss.:
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 7 day of February, 2013 by Rodney - L Al Rashid, Vice President of Wells Fargo Bank Nebraska, N.A., as Trustee, Owner of Lot 6 in Pacific Park, except the Southeasterly 32.20 feet.

Kathy J Loncke
Notary Public ✓

