

AMENDED DECLARATION OF RESTRICTIVE COVENANTS

Hilma G. Melady and Eugene P. Melady (her husband)
Herbert G. Shaughnessy and Vera G. Shaughnessy (his wife)
Lula M. Vavrick and Leo Vavrick (her husband)
Minnie Schlaifer and Morrie Schlaifer (her husband)
Cleveland S. Simkins and Mary Kathleen Simkins (his wife)
Leigh F. Burwell and Maude F. Burwell, (his wife)

to
Whom it May Concern:

1. The undersigned, who are all of the owners of lots in "Balla Machree", an addition in Douglas County, located in the Southeast quarter of the Southwest quarter of Section 22, Township 15 North, Range 12, East of the 6th P.M. do hereby mutually agree to this amended declaration of restrictive covenants which are to take the place of the restrictive covenants dealing with said addition and appearing in an instrument recorded on November 5, 1942, in Book 170 at Page 127 and do hereby amend and cancel said original restrictive covenants insofar as the same are inconsistent with these substituted restrictive covenants.

2. The original period during which these covenants shall be operative shall begin with the date hereof, and shall expire on the first day of January, 1966. At the expiration of said original period said covenants shall be automatically extended in the same form for successive periods of ten years each unless prior to the expiration of any said period a majority of the then owners of lots in "Balla Machree" agree that said covenants shall not be so extended or to amend the same for such extended period.

3. Each of these covenants is in pursuance of a general plan for development and improvement of said "Balla Machree", and each of said covenants shall run with the land and shall bind the premises herein described and every part thereof and shall be binding upon every person who shall be the owner thereof during said period and are and shall be for the benefit of each and every of said lots, and shall be enforceable by any owner of any of said lots.

4. All of said lots and each of them shall be subject to the right of the Nebraska Power Company and the Northwestern Bell Telephone Company, their successors, lessees and assigns, to construct and maintain underground conduits in and a joint pole line over upon the rear boundary line of said lots.

5. By accepting a deed to any part of said "Ballie Macree" property, the grantee shall thereby bind himself, his heirs, executors, administrators, assigns and grantees to observe and perform all said covenants as fully as though said grantee had joined in this declaration.

6. Said premises shall be used and occupied for residential uses exclusively.

7. No person other than one of one of the white race, shall or become an owner or lessee of any part of said premises or, if a servant of the family living thereon, be granted the privilege to occur in same.

8. No vicious or offensive trade or activity, shall be carried on upon any lot, nor shall anything be done thereon which may or will be an annoyance or nuisance to the neighbors.

9. No cattle, horses, hogs, swine, fowl, or other live stock, other than ordinary domestic pets, shall at any time be kept or allowed to remain in said "Ballie Macree".

10. No trailer, basement excavation, tent, shack, garage, barn or other out-building erected, constructed, or placed on any part of said premises shall at any time be used as a residence temporarily or permanently nor shall any structure of a temporary character be used as a residence.

11. Except as provided in paragraph 15 hereof, no building shall be erected, constructed altered, placed or permitted to remain on any lot in said "Ballie Macree" other than one single detached dwelling which shall be built of wood, stone, brick, cement, stucco or brick veneer construction and shall be located not less than 25 feet from the side lot lines; 100 feet from 90th Street;

50 feet from the east sides of 91st and 92nd Streets; 40 feet from the west sides of 91st and 92nd Streets; 30 feet from Pacific Street; 25 feet from Leavenworth Street and the Drainage and Pedestrian Way, located between Leavenworth and Pacific Streets; and, in the case of lots 40 through 60, 50 feet from 92nd and 93rd Streets and the unnamed street connecting the same. Provided however, that in the case of lots 11, 12, 19 and 20, such dwelling may be located as near as, but not less than 25 feet from 91st Street.

12. All foundations above the ground line must be faced completely with brick or stone unless other facing is agreed to by a majority of the then owners of lots in "Balla Machree".

13. The ground floor area of the main structure erected on any lot in said "Balla Machree" exclusive of one-story open porches and garages, shall be not less than 1100 square feet in the case of a one story structure nor less than 750 square feet in the case of a structure of more than one story, and in the case of structures erected on lots 1 through 5 shall be not less than 1300 square feet in the case of a one story structure nor less than 900 square feet in the case of a structure of more than one story.

14. Any dirt taken from the cellar, basement, or other excavation of any lot may be smoothed over and allowed to remain upon said lot, provided however, that the general slopes of said lot after the buildings have been erected shall remain substantially as they are at the date hereof, subject, however, to such modifications as may be approved by a majority of the then owners of lots in "Balla Machree".

15. A garage and other out-building on any lot if detached from the dwelling must be built of the same material and must correspond in architecture with the dwelling on said lot, and must not be built within 100 feet of the street line upon which said lot fronts, nor within 10 feet of the side lot lines nor, in the case of lots 1 through

5. within 150 feet of 90th Street. Provided however that where it would be impracticable because of the shape or dimensions of said lot to so locate said out-buildings then they may be located in such place upon said lot as may be approved by a majority of the then owners of lots in "Balla Machree".

16. A "majority of the then owners of lots" as used herein shall mean a majority in number of owners regardless of the number of lots owned by them EXCEPT THAT if two or more persons are owners of the same lot, all of such persons shall collectively be considered as one owner and FURTHER EXCEPT THAT so long as Hilma G. Melady or Eugene P. Melady, or the heirs or devisees of either of them own seven or more lots no such majority can be effective for any purpose unless it includes such of them as are then such owners and FURTHER EXCEPT that if substantially all of the lots then owned by them are conveyed to any other person or persons they can by written instrument grant the same veto power, including this power of substitution, to such other person (s) and his successors, heirs and devisees so long as such person(s) and his successors, heirs or devisees own seven or more lots.

Dated this 7th day of November A.D. 1945.

Hilma G. Melady

Eugenie P. Melady

Leila F. Burnea

Maude F. Burnell

Henry H. Hinckley

Mary Kathleen Simkins

Jay Farrel

Gene M. Farrel

Era G. Schaeffer

Herbert J. Shaeffer

Minnie Shaeffer

Morris Shaeffer

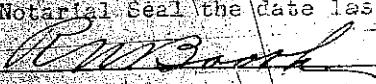
STATE OF NEBRASKA)
COUNTY OF DOUGLAS)
ss

On this 8th day of November A.D. 1945

before me, a Notary Public in and for said County, personally came the
above named Wilma G. Malady and Eugene P. Malady (her husband)

who are personally known to me to be the identical persons
whose names are affixed to the above instrument
and they severally acknowledge said instrument to be their
voluntary act and deed.

WITNESS my hand and Notarial Seal the date last aforesaid.

 Notary Public

My commission expires on the 23rd day of April A.D. 1946

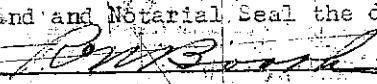
STATE OF NEBRASKA)
COUNTY OF DOUGLAS)
ss

On this 8th day of November A.D. 1945

before me, a Notary Public in and for said County, personally came the
above named Leigh F. Burwell and Maude F. Burwell (his wife)

who are personally known to me to be the identical persons
whose names are affixed to the above instrument
and they severally acknowledged said instrument to be their
voluntary act and deed.

WITNESS my hand and Notarial Seal the date last aforesaid.

 Notary Public

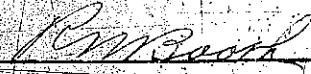
My commission expires on the 23rd day of April A.D. 1946.

STATE OF NEBRASKA,

COUNTY OF DOUGLAS,

On this 8th day of November A.D. 1945, before
me, a Notary Public, in and for said County, personally came the
above named Cleveland S. Simkins (husband of Mary Kathleen Simkins),
who is personally known to me to be the identical person whose name is
affixed to the above instrument and he acknowledged said instrument to
be his voluntary act and deed.

WITNESS my hand and Notarial Seal the date last aforesaid.


R.M. Bass Notary Public

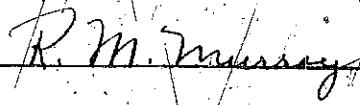
My commission expires on the 23rd day of April A.D. 1946.

STATE OF TENNESSEE,

COUNTY OF CARROLL,

On this 13 day of November A.D. 1945, before me, a Notary Public in and for said County, personally
came the above named Mary Kathleen Simkins (wife of Cleveland S. Simkins),
who is personally known to me to be the identical person whose name is
affixed to the above instrument and she acknowledged said instrument to
be her voluntary act and deed.

WITNESS my hand and Notarial Seal the date last aforesaid.


R.M. Murray Notary Public

My commission expires on the 16 day of April A.D. 1947.

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) ss

On this 9th day of November

A.D 1945, before me, a Notary Public in and for said County, personally came the above named Lula H. Verrick and Leo Verrick (her husband)

who are personally known to be the identical persons whose names are affixed to the above instrument and they severally acknowledged said instrument to be their voluntary act and deed.

DO WITNESS MY HAND AND NOTARIAL SEAL THE DATE LAST AFORESAID.

R.M. Bush NOTARY PUBLIC

My commission expires on the 23rd day of April A.D. 1946

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) ss

On this 20th day of November

A.D. 1945, before me, a Notary Public in and for said County personally came the above named Herbert G. Shaughnessy and Vera G. Shaughnessy (his wife)

who are personally known to me to be the identical persons whose names are affixed to the above instrument and they severally acknowledged said instrument to be voluntary act and deed.

DO WITNESS my hand and Notarial Seal the date last aforesaid.

R.M. Bush Notary Public

My commission expires on the 23rd day of April A.D. 1946

STATE OF NEBRASKA

ss

CONTY OF DOUGLAS

On this 17th day of December

A.D. 1945, before me, a Notary Public in and for said County, personally
came the abovenamed Minnie Schleifer and Morris Schleifer (her husband)

who are personally known to me to be the identical persons
whose names are affixed to the above instrument and
acknowledged said instrument to be their
own generally voluntary act and deed.

WITNESS my hand and Notarial Seal the date last of aforesaid.

R.M. Booth Notary Public

My commission expires on the 23rd day of April A.D. 1946

9. ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA
18 DAY December 1945 AT 3:15 P.M. M. THOMAS J. O'CONNOR, REGISTER OF DEEDS 8.95