

4393

AMENDMENT TO PROTECTIVE COVENANTS OF
SKYLINE ROLLING HILLS SECOND ADDITION

WITNESSETH:

THAT WOODS INVESTMENT COMPANY, a Nebraska corporation, owner of the following described real estate located in Lincoln, Lancaster County, Nebraska, to-wit:

Lots 3, 4, 7 thru 23 inclusive, Block 1; Lots 1 thru 13 inclusive, and Lots 15 thru 29 inclusive, Block 2; Lots 1 thru 16 inclusive, Block 3; Lots 1 thru 16 inclusive, Block 4; Lots 1 thru 13 inclusive, and Lots 16 thru 21 inclusive, Block 5; and Lots 1 thru 10, Block 6, Skyline Rolling Hills Second Addition, Lincoln, Lancaster County, Nebraska,

did on the 13th day of July, 1977, adopt and establish certain Protective Covenants which were thereafter filed in the office of the Register of Deeds of Lancaster County, Nebraska on July 13, 1977, entered on numerical index filed for record as: Instrument No. 77-17816;

WHEREAS, the undersigned, now being the sole owner of legal title to all the lots except Lots 1, 2, 5 and 6, Block 1; Lots 14, 30, 31, 32 and 33, Block 2; and Lots 14 and 15, Block 5 within the said Skyline Rolling Hills Second Addition desires to amend the Protective Covenants:

NOW, THEREFORE, IT IS HEREBY AGREED that paragraphs "e", "i", "j", "l" and "r" of the Protective Covenants heretofore adopted on July 13, 1977 be hereby amended to read as follows after amendment:

e. No single family residence shall be constructed having a ground floor or first floor area, exclusive of terraces, patios, porches, carports, garages, basements, walkout basements, daylight basements, and lower levels, whether finished or not, of less than 1,600 square feet in the case of a one story dwelling; nor less than 1,200 square feet on the first floor of a one and one-half story dwelling; nor less than 1,000 square feet on the first floor in the case of a full two-story dwelling; nor less than 1,600 square

4393

feet on the main floor area in the case of a split entry or raised ranch home; nor less than a total of 1,600 square feet on the main floor, including the raised living level in the case of a split-level dwelling on Lots 1-33 inclusive, Block 2; Lots 1-16 inclusive, Block 3; Lots 1-16 inclusive, Block 4. On Lots 1-21 inclusive, Block 5; and Lots 9 and 10, Block 6, no single family residence shall be constructed having a ground floor or first floor area, exclusive of terraces, patios, porches, carports, garage, basements, walkout basements, daylight basements, whether finished or not, of less than 1,500 square feet in the case of of a one-story dwelling, nor less than 1,100 square feet on the first floor in the case of a one and one-half story dwelling; nor less than 1,000 square feet on the first floor, in the case of a full two-story dwelling; nor less than 1,500 square feet on the main floor area in the case of a split entry or raised ranch home; nor less than a total of 1500 square feet on the main floor, or ground floor area, including the raised living level in the case of a split-level dwelling. No patio home residence shall be constructed having a ground floor or first floor area, exclusive of terraces, patios, porches, carports, garages, basements, walkout basements, daylight basements and lower levels whether finished or not, of less than 1,250 square feet per patio home unit, except in the case of a story and a half or two-story patio home the ground floor or first floor area may be less than 1250 square feet per patio home unit if each unit has an overall square footage of no less than 1500 square feet, on Lots 1-23 inclusive, Block 1; and Lot 1-6 inclusive, Block 6. All such measurements shall be with regard to the ground floor areas or first floor or main area of the residence as defined herein, exclusive of patios, porches, carports, garages, basements, walkout basements, daylight basements, and lower levels, whether finished or not.

i. No nuisance, advertising sign, billboard, or other advertising device shall be permitted, erected, placed or suffered to remain upon any of said lots or upon any improvements thereon. Said lots shall not be used in any way or for any purpose which may endanger the health or unreasonably disturb the quiet of any holder of adjoining lots. No business of any kind or anything that may be construed as a business may be conducted on any of the lots covered by these covenants except that this restriction shall not prevent Developers from placing upon any lots owned by said Developers, signs advertising the subdivision or lots therein. Moreover, this restriction shall not prevent an owner of a lot from placing upon any lots owned by him a "For Sale" sign either placed there by the owner or by his agent advertising such lot or lots for sale. Moreover, this restriction shall not prevent the occupant of any home located upon any lot from placing upon any lot occupied by him a political yard sign. This restriction shall not prevent Developers from placing on any lot within this subdivision or utilizing a structure within this subdivision for the use of a temporary real estate sales office, and which office is owned and operated by the Developers or F. Pace Woods II.

j. The Developers expressly reserve to themselves, their successors and assigns, the sole and exclusive right to establish grades and slopes on all lots and to fix the grade upon which any building hereafter is erected or placed thereon so that the same conform to a general plan. Once such grades or contours have been established they will not be changed more than two feet from the present finished grade without prior written permission of the Developer, but in no event will be graded so as to allow surface waters to flow onto adjoining lots. Plans for any structure shall

4393

be submitted to the Developers and shall show the size, exterior material, design and plot plan for the structure, and shall indicate the location of the structure and attached garage upon the lot or lots. One set of plans, signed by the owner of the lot or lots, shall be left on permanent file with the developers. The construction of the residence shall not be commenced unless and until written approval of the plans for the residence has first been secured from the Developers and such approval has been filed and recorded in the Office of the Register of Deeds of Lancaster County, Nebraska. Written approval or disapproval of such plans shall be given by the Developers within 30 days from and after receipt thereof. Approval of such plans shall not be unreasonably withheld. The Developers reserve to themselves, their successors and assigns the exclusive right to approve or reject any such plans if in their opinion either the style, size, material or plot plan do not conform to the general standard and value of development in Skyline Rolling Hills Second Addition. No patio home unit in Lots 1 through 23, Block 1; and Lots 1 through 6, Block 6 may have exterior veneer or siding including trim or roofing material which is different in color, texture or material from the unit or units with which it commonly shares a zero lot line or common wall.

1. No walls, fences, or hedges which will exceed two feet in height may be constructed, placed, or planted in that area within the 30-foot front yard setback required herein, or in the case of corner lots within the 30-foot setbacks required on either side of a corner lot, except that permanent plantings on Lots 1 through 26 inclusive, Block 1; and Lots 1 through 10 inclusive, Block 6 and Outlot A may be placed on said lots as required by the City of

Lincoln. On Lots 1 through 23 inclusive, Block 1, Skyline Rolling Hills 2nd Addition, at the time a building is erected on the named lots, a privacy fence at the rear of the lots where they back on to Old Cheney Road and Old Cheney Road cut-off must also be erected at the purchaser's expense. That fence must be uniform in design, height, texture, and color on all lots. The fence must be approved in writing by the developer or his nominees at the time of the approval of the building plans for any erections on the named lots. The fence will be expressly the property of the individual landowners or their successors and may not be altered in any way, and must be maintained by that owner or his successors in a uniform manner so as to achieve esthetic continuity. No alterations may be made to the fence without the written approval of the developer or his successors.

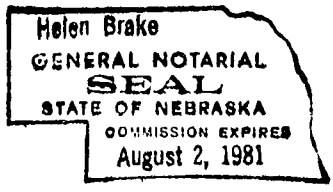
r. All owners of lots within Skyline Rolling Hills Second Addition shall by such purchase become members of the Rolling Hills Park Association, Inc., a non-profit corporation, and shall abide by the rules and regulations governing the operation and maintenance of said Rolling Hills Park Association, Inc., as the same may exist or be established at this time or from time to time. Use of motorized vehicles not limited to but including motorcycles and snowmobiles is specifically prohibited from common areas, more particularly known as Outlots A and B, Skyline Rolling Hills Second Addition.

Woods Investment Co
by F. Pace Woods

F. Pace Woods, President
WOODS INVESTMENT COMPANY

STATE OF NEBRASKA)
COUNTY OF LANCASTER) SS.

On this 23rd day of February, 1978, before me, the undersigned a Notary Public in and for said county and state, personally appeared F. Pace Woods II, President of Woods Investment Company, a corporation, to me personally known to be the President of the Corporation, and the identical person whose name is affixed to the above instrument and acknowledged the execution thereof to be his voluntary act and deed as such officer, and the voluntary act and deed of said corporation.



Helen Brake

Notary Public

INDEXED
MICRO-FILED
GENERAL

34-93 117
97 121
101 125
105
109
113

LANCASTER COUNTY NEBR.
Kenneth L. Ferguson
REGISTER OF DEEDS

1978 FEB 27 AM 8:07

ENTERED ON
NUMERICAL INDEX
FILED FOR RECORD AS:

INST. NO. 78- 4393

\$20.50

21