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FILED SARPY CO. NE.

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AMENDMENT TO DECLARATION
 OF PROTECTIVE COVENANTS, CONDITIONS,
 RESTRICTIONS, RESERVATIONS, AND
 EASEMENTS FOR FOWLER ADDITION

Carol A. Savin
 REGISTER OF DEEDS

ARTICLE III (3.)(b.) and (c.) of the Protective Covenants,

Conditions, Restrictions, Reservations, and Easements for Fowler
 Addition is hereby amended as follows:

b. The ground floor enclosed area of every two-story
 or one and one-half story dwelling exclusive of open porches,
 open breezeways, basements, and garages shall be not
 less than Eleven Hundred (1,100) square feet on the first
 floor, and the ground floor and other floors combined shall
 be not less than One Thousand Five Hundred (1,500) square
 feet of finished floor area.

c. The ground floor enclosed area of every split-level
 type of dwelling with the garage built under the dwelling
 shall have combined ground floor area including the floor
 area above the garage, exclusive of open porches, open
 breezeways, basements, and garages, of not less than One
 Thousand One Hundred (1,100) square feet, and the ground
 floor and other floors combined shall be not less than One
 Thousand Five Hundred (1,500) square feet of finished floor
 area.

ARTICLE V of the Protective Covenants, Conditions, Restriction-
 s, Reservations, and Easements for Fowler Addition is hereby
 amended as follows:

ARTICLE V

EASEMENT FOR PUBLIC AND PRIVATE UTILITIES

1. A perpetual license and easement is hereby
 reserved for the benefit of the various public and
 private utility services, their successors and assigns,
 over, upon and below a five (5) foot strip of land
 adjoining the rear, side and front boundary lines of
 each Lot to locate, erect, construct, reconstruct,
 inspect and maintain sanitary sewers, storm sewers,
 drains, gas and water mains and lines, electric lines,
 telephone lines, television antenna lines and other
 utilities necessary for this subdivision. The parties
 to whose benefit this reservation may run may enter
 upon said easement area without the consent of the then
 record Owner of said property, at any time, in order to
 locate, erect, construct, reconstruct, inspect and

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maintain the above described improvements. No trees, shrubbery, structures, buildings, fences, pavements or similar improvements shall be grown, built or maintained within the area of a utility easement or right-of-way which may damage or interfere with the use of the easement. All hookups or other access to any public or private utility shall be at the Lot Owner's sole expense.

2. A perpetual easement is hereby granted to the Omaha Public Power District to construct, operate, maintain, repair and remove underground wiring for the carrying and transmission of electric current for lights, heat and power and for all telephone and telegraph message purposes on, above, under or across a strip of land five (5) feet in width on each side yard line and each front yard line and a ten (10) foot wide easement across the rear lot line of each Lot described on Page One of this Declaration of Covenants and Restrictions. No permanent buildings, trees, fences, pavements, retaining walls, loose rock walls or similar improvements shall be grown, built or maintained within the area of the utility easement or right of way which may damage or interfere with the use of the easement.

Except as expressly amended herein, all other covenants, conditions, restrictions, reservations, and easements for Fowler Addition which have previously been recorded shall remain in full force and effect.

DATED: June 18, 1992.

Lee L. Fowler
Lee L. Fowler
Mary K. Fowler
Mary K. Fowler

STATE OF NEBRASKA)
COUNTY OF SARPY)^{ss}

On this 18 day of June, 1992, before me, a Notary Public duly commissioned and qualified in and for said County, personally came LEE L. FOWLER and MARY K. FOWLER, personally known to me to be husband and wife and the identical persons who signed the foregoing instrument, and they acknowledged the execution thereof to be their voluntary act and deed.

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



Kathleen I. Pugh.
Notary Public

The Following Covenants Shall Run with the Land in Lots through one (1) through twelve (12) Inclusive, and lots fourteen (14) through Seventeen (17) Inclusive in Fowler Addition.