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GEORGE J. BUGLEWICZ  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NE

BOOK 973 N Comp C/O EEE 30.00  
PG 408-410 W DEL WJR MC WJC  
of Misc Corp MC-22588

(Space Above This Line For Recording Date)

**AMENDMENT TO DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS**

This Amendment to Declaration of Covenants, Conditions and Restrictions (this "Amendment") is dated as of July 31, 1991, and is made by Apollo Building Corp., a Nebraska corporation, hereinafter referred to as the "Declarant".

**RECITALS:**

WHEREAS, a Declaration of Covenants, Conditions and Restrictions (the "Declarations") was recorded in Book 970, Page 180, of the Miscellaneous Records of the Douglas County Register of Deeds on July 8, 1991, which covered the following described real property:

Lots 1 through 30, inclusive, of The Lindens, a Replat of Lot 123, Linden Park, a Subdivision located in Douglas County, Nebraska, as surveyed, platted and recorded.

WHEREAS, all terms used in this Amendment without definition shall have the same meanings in this Amendment as such terms have in the Declarations.

WHEREAS, Declarant, as the record owner of all of the Lots, desires to amend the Declarations as hereinafter set forth.

1. Amendments. ARTICLE VI of the Declarations hereby is amended in its entirety to read as follows:

**"ARTICLE VI.  
REGULATION OF IMPROVEMENTS"**

Section 1. Approval of Plans. No building, fence, wall, or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition or change or alteration therein be made, nor shall any trees, shrubs, or plantings be planted or maintained upon the Properties, until the plans and specifications therefor, showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to and approved in writing, as to harmony of external design and location in relation to

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surrounding structures and topography, and in relation to other trees, shrubs and other plantings, by Declarant until such time as Declarant is no longer an Owner and, thereafter, by the Board of Directors of the Association. Failure of Declarant or the Board of Directors of the Association, as the case may be, to act on such plans as submitted within 30 days after the date of submission shall be deemed to be approval of such plans, except to the extent they violate other restrictions set forth in these Declarations, and the Owner may proceed in accordance with such plans and specifications.

Section 2. Restrictions on Improvements. The Properties are subject to the following restrictions:

- (a) The main level of each dwelling erected on an Improved Lot shall contain a minimum of 1,600 square feet of interior space.
- (b) All fireplace chimneys shall be covered with brick. The exposed front foundation wall of all dwellings must be constructed of or faced with brick. At least one-half of the front side of the main level of each dwelling, exclusive of garage doors, must be constructed of or faced with brick.
- (c) The landscaping of an Improved Lot must include an underground sprinkler system and a minimum of five (5) shrubs and two (2) trees.
- (d) Each dwelling on an Improved Lot shall be constructed and architecturally designed so that its exterior, including color treatment, exterior materials and elevation, will be architecturally and aesthetically compatible and harmonious with all other dwellings on the Properties."

2. Reference to and Effect of the Declarations. On and after the date of this Amendment, each reference in the Declarations to "these Declarations", "hereunder", "hereof", "herein", or words of like import, shall mean and be a reference to the Declarations as amended by this Amendment. Except as specifically amended by this Amendment, the Declarations shall remain in full force and effect and hereby is ratified and confirmed.

IN WITNESS WHEREOF, this Amendment has been duly executed on behalf of the Declarant as of the date first above written.

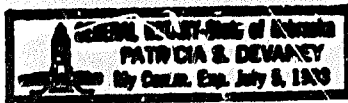
APOLLO BUILDING CORP.

By: Terrence J. Ficene  
Terrence J. Ficene,  
President

STATE OF NEBRASKA )  
                                  ) SS.  
COUNTY OF DOUGLAS )

Before me, the undersigned, a Notary Public, personally came Terrence J. Ficene, to me personally known to be the President of Apollo Building Corp., a Nebraska corporation, and that he acknowledged the execution of the above to be his voluntary act and deed as President and that the execution of this document was duly authorized by the Board of Directors as the voluntary act and deed of such corporation.

Witness my hand and notarial seal this 31 day of July, 1991.



Patricia S. Devaney  
Notary Public

My Commission Expires:

7-5-93

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(Borrower),  
Trustor, —  
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