

ADDENDUM TO RESTRICTIVE COVENANT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the undersigned, W. CLARKE SWANSON, JR., a resident of the State of Florida, GEROCK HURLEY SWANSON, a resident of the State of Oklahoma, and CAROL ANN SWANSON PRICE, a resident of the State of Missouri (hereinafter collectively referred to as "Declarant"), are now and have been continuously since prior to June 1, 1979, the owners of certain real property which is legally described as follows:

Lots Thirty-Three (33) to Seventy-Seven (77), inclusive, in Pinetree, an Addition to the City of Omaha, Douglas County, Nebraska (hereinafter called the "Property" unless otherwise designed by lot numbers);

and

WHEREAS, the Property (together with certain other contiguous land) was made subject to a certain "Restrictive Covenant Agreement" (hereinafter called "Covenant"), executed by Declarant in June, 1979, recorded June 27, 1980, in Book 635 at Page 338 of the Miscellaneous Records in the Office of the Register of Deeds for Douglas County, Nebraska; and

WHEREAS, in June, 1979, the Property, together with certain other contiguous land then owned by Declarant, was in the process of being subdivided and platted into a subdivision to be identified as Pinetree, an Addition to the City of Omaha (hereinafter called "Pinetree"), as reflected on a preliminary plat thereof, and it was the intention of Declarant in executing the Covenant to place certain restrictions and covenants on the development, use and occupation of the Property and the other land included in the preliminary plat of Pinetree; and

WHEREAS, in the preparation and completion of the final plat of Pinetree (which said final plat was recorded on June 27, 1980, in Plat Book 1651 at Page 225 in said Office of the Register of Deeds for Douglas County), the numbering of certain lots in such final

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plat was changed and made different from the numbering of such lots in the preliminary plat of Pinetree; that the following hereinafter identified changes in lot numbers were made with respect to lots comprising the Property as finally platted from the way said lots were identified in said preliminary plat, to-wit:

<u>Lot Numbers in the Final Recorded Plat of Pinetree</u>	<u>Corresponding Lot Numbers in the Preliminary Plat of Pinetree</u>
33	36
34	37
35	38
36 to 77, inclusive	39 to 80, inclusive

and

WHEREAS, through inadvertence and oversight, appropriate changes in the numbering of the lots in the Covenant to correspond with the numbering of the lots in said final plat of Pinetree, as recorded, were not effected prior to recording of the Covenant on June 27, 1980; and

WHEREAS, it is Declarant's intent and desire, as the sole owner of the Property, by the terms and provisions of this instrument, to adopt and make fully applicable to the Property the restrictions and covenants on the development, use and occupation of the Property, which were intended to be placed thereon by the terms and provisions of the Covenant.

NOW, THEREFORE, Declarant hereby declares that the lots comprising the Property shall be held, used, sold and conveyed subject to the applicable portion of the restrictions, conditions and covenants contained in the Covenant as specifically hereinafter identified, to-wit:

1. Lot Thirty-Three (33) in Pinetree, which has been zoned R-9 Ninth Residence District by the City of Omaha, shall have the use and occupancy thereof limited as provided in Paragraph 4 d) of the Covenant. Lots Thirty-Five (35) to Seventy-Six (76), inclusive, in Pinetree, which have been zoned R-4 Fourth Residence District as a Cluster Subdivision by the City of Omaha,

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shall have the use and occupancy thereof limited and restricted as provided in Paragraph 4 c) of the Covenant, subject to the same reservation therein described on behalf of Declarant and assigns in its or their discretion to seek further rezoning of said lots by the City of Omaha.

2. The restrictions, conditions and covenants herein described shall apply to such of the lots in the Property as are hereinabove specifically designated, and shall run with the land with respect to said lots in the Property, and shall be binding upon all parties presently having or acquiring in the future any right, title or interest in said lots from the date of recording hereof and continuing until December 31, 1995.

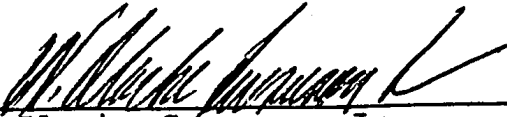
3. These covenants shall inure to the benefit of the present and future owners of each of said lots in the Property and shall likewise be for the benefit of those same persons or entities identified in said Covenant with the same rights of enforcement hereof as therein provided.

4. These covenants shall not be affected by and shall remain in full force and effect, notwithstanding invalidation of any one of same by judgment or court order, except as to such restriction or covenant so invalidated.

5. This Addendum to Restrictive Covenant Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which shall constitute this Addendum for all purposes.

IN WITNESS WHEREOF, the undersigned have executed this Addendum to Protective Covenant Agreement on the day and year on which each said signature has been acknowledged before a Notary Public, as hereinafter noted.

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W. Clarke Swanson, Jr.,
Declarant

STATE OF FLORIDA)
) ss.
COUNTY OF LEE)

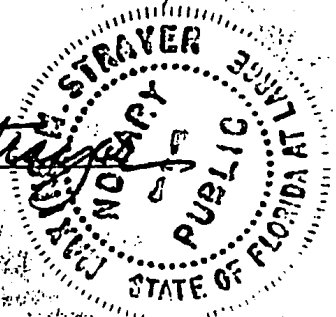
On this 29th day of February, 1984, before me, the undersigned, a Notary Public in and for said County, personally came W. CLARKE SWANSON, JR., to me personally known to be the identical person whose name is affixed to the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed.

WITNESS my hand and Notarial Seal the day and year last above written.


Notary Public

My commission expires:

Jan 11, 1988



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Gerock Hurley Swanson
Gerock Hurley Swanson,
Declarant

STATE OF OKLAHOMA)
) ss.
COUNTY OF TULSA)

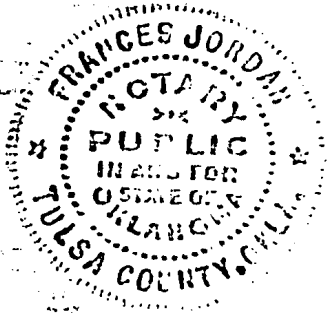
On this 29 day of February, 1984, before me,
the undersigned, a Notary Public in and for said
County, personally came GEROCK HURLEY SWANSON, to me
personally known to be the identical person whose name
is affixed to the foregoing instrument and acknowledged
the execution thereof to be his voluntary act and deed.

WITNESS my hand and Notarial Seal the day and year
last above written.

Frances Jordan
Notary Public

My commission expires:

Nov. 22, 1985



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Carol Ann Swanson Price,
Declarant

On this _____ day of February, 1984, before me,
the undersigned, a Notary Public in and for _____,
personally came CAROL ANN
SWANSON PRICE, to me personally known to be the identi-
cal person whose name is affixed to the foregoing
instrument and acknowledged the execution thereof to be
her voluntary act and deed.

WITNESS my hand and Notarial Seal the day and year
last above written.

Notary Public

My commission expires:

4 Miss
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1984 MAR 12 PM 4:00

C. HAROLD DUTLER
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.

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