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RICHARD N. TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

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**AMENDMENT TO THE DECLARATION OF
COVENANTS, EASEMENTS AND RESTRICTIONS**

12th. This Amendment to the Declaration of Covenants, Easements and Restrictions is made on this
12 day of MAY 1998, by Wiese Development Corporation, a Nebraska corporation,
hereinafter referred to as the "Declarant."

WITNESSETH:

WHEREAS, the Declarant is the owner of more than seventy-five (75%) percent of the Lots
located in the subdivision known as Shiloh Ranches and hereby files this amendment to the
Declaration of Covenants, Easements and Restrictions filed of record in the office of the Douglas
County Register of Deeds, Miscellaneous Records, Book 1222, Page 550.

WHEREAS, this Amendment to the original Declaration of Covenants, Easements and
Restrictions shall be filed of record against the following described real estate, to wit:

Lots 1 through 29, inclusive, Shiloh Ranches, a subdivision, as
surveyed, platted and recorded in Douglas County, Nebraska (unless
the context otherwise requires Lots 1 through 29, inclusive, Shiloh
Ranches, shall be referred to individually as a "Lot" and collectively
as the "Lots").

NOW, THEREFORE, in furtherance thereof, the Declarant hereby adopts, declares, provides
as follows:

1. Paragraph 5(c) shall be amended in its entirety as follows:

(c) Unless approved in writing by the Declarant, no building shall
be created, altered, placed or permitted to remain on any Lot other than
one detached, single-family dwelling not to exceed two stories in
height, having a garage for not less than two nor more than four
standard automobiles; and containing finished living areas, exclusive
of porches, breezeways, carports, and garages of at least 2,000 square
feet on the ground floor of a one-story house; 2,400 total square feet
on the ground floor and second floor of a one and one-half story house;
and 2,800 total square feet on the ground floor and second floor of a
two-story house.

The Declarant shall have the right to define the terms one-
story, one and one-half story, two-story, and multi-level house. Any

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house of unusual design not included in the categories herein listed will be considered on an individual basis. Square foot areas are to be computed to the outside surface of enclosed walls.

2. Paragraph 5(e) shall be amended by adding the following language:

(e) In the event an owner of a Lot installs or constructs a swimming pool, the owner of such a Lot may construct or erect a 6' wooden or approved vinyl fence around the pool area only.

3. Paragraph 5(i) shall be amended in its entirety as follows:

(i) The Declarant is the owner and developer of all the Lots. Construction on a Lot or Lots shall commence within two (2) years after the initial conveyance or transfer of such Lot or Lots from the Declarant to any person, association or entity in accordance with the terms and conditions of this Declaration, as amended. Construction of each dwelling or structure on a Lot shall be completed within one (1) year after excavation of the footings. In the event any owner fails to either: (i) commence substantial construction on any Lot within two (2) years after the Declarant initially transfers or conveys such Lot; or (ii) complete construction within one (1) year after excavation of the footings, as described above, then such owner shall reconvey the Lot to the Declarant or a party designated by the Declarant, in writing, upon ten (10) days written notice from the Declarant for an amount equal to twenty (20%) percent less than the original purchase price from the Declarant to the initial owner. The Declarant or a party designated by the Declarant shall have any and all rights as may be provided for by law or equity, including, but not limited to, the right of specific performance. No remedy herein conferred upon or reserved to Declarant or any designated party is intended to be exclusive of any other remedy as may be provided or permitted by law.

4. Paragraph 11 shall be amended in its entirety as follows:

11. No dwelling house constructed in another area and no prefabricated house may be moved onto or permitted to remain on any Lot or portion thereof. All trailers, boats, or other recreational or business vehicles shall be stored in either enclosed structures or to the rear building line of the residence. With the exception of one chattel, whether it be a boat or a camper, or a trailer which may be left unenclosed, all other such chattels must be maintained in an enclosed structure. Any Truck exceeding one (1) ton shall not be permitted to be parked in driveways or on the public streets for more than forty-eight (48) hours. No outside radio or TV antennas, or satellite dishes exceeding 18" in diameter, may be erected on any Lot or portion thereof. No signs (except real estate for sale signs), or billboards of any type or nature whatsoever shall be placed or constructed or erected on any Lot.

IN WITNESS WHEREOF, the Declarant, being the owner of more than seventy-five (75%) percent of the Lots in Shiloh Ranches has caused these presents to be signed by its authorized Officer, the day and year first above written.

WIESE DEVELOPMENT CORPORATION, a
Nebraska corporation,

By: Merritt Wiese
Title: President

BANK OF BENNINGTON, a Nebraska banking
corporation, Mortgagee,

By: Leslie R. Andersen
Title: President

STATE OF NEBRASKA)
)ss.
COUNTY OF DOUGLAS)

Before me, a notary public, in and for said county and state, personally came Merritt Wiese, President of Wiese Development Corporation, known to me to be the identical person who executed the above instrument and acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of said corporation.

Witness my hand and Notarial Seal this 12th day of May 1998.



Karen K. Kuen
Notary Public

STATE OF NEBRASKA) MY COMMISSION EXPIRES:
)ss. JULY 26, 2001
COUNTY OF DOUGLAS)

Before me, a notary public, in and for said county and state, personally came Leslie R. Andersen, President of Bank of Bennington, known to me to be the identical person who executed the above instrument and acknowledged the execution thereof to be his/her voluntary act and deed and the voluntary act and deed of said mortgagee.

Witness my hand and Notarial Seal this 12 day of May 1998.



Lillian M. Smith
Notary Public

Please Return to:
Walsh, Fullenkamp & Doyle
11440 West Center Road
Omaha, Nebraska 68144
Attn: LAJ