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GEORGE J. BUGLEWICZ
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.

BOOK 821 PAGE 40
BK 821/91 N 441-471 C/O FEE 20.00
PG 40-41 N 91/44 DEL 1A MC
OF ~~Misc~~ COMP ~~1A~~ F/B MC-37090 Val
AMMENDMENT TO RESTRICTIVE COVENANTS

This ammendment to the Restrictive Covenants made this 13th day of July, 1987, by Charles G. Smith, Trustee, herein referred to as "Owner".

WITNESS WHEREAS, Charles G. Smith, Trustee, is the owner of the property in Douglas County, Nebraska described as:

Lots 1 through 54, inclusive and Lots 58 through 123, inclusive, all in Stonegate, a subdivision in Douglas County, Nebraska.

WHEREAS, the Restrictive Covenants were filed by Charles G. Smith, Trustee, on April 9, 1987 in the Miscellaneous Records at Book 810 Page 665 and Book 810 Page 666 at the Douglas County, Nebraska Register of Deeds office.

Now, THEREFORE, comes Charles G. Smith, Trustee, and does ammend the Restrictive Covenants by adding the following:

J. For a period of fifteen years after the filing of this Ammendment to the Restrictive Covenants, no residence, building, fence, wall, driveway, patio patio enclosure, rock garden, swimming pool, tennis court, dog house, tree house, flag pole, solar heating or cooling device, tool shed, wind mill, wind generating equipment, or other external improvements, above or below the ground (hereinall referred to as any "Improvement") shall be constructed, erected, placed, altered or permitted to remain on any Lot, nor shall any grading or excavation for any Improvement be commenced, except for Improvements which have been approved by the Committee as follows:

(1) An owner desiring to erect an Improvement shall deliver two sets of construction plans, landscaping plans and plot plans to the Committee (herein collectibely referred to as the "plans"). Such plans shall reflect the type of structure, quality and use of exterior materials, exterior design, exterior color or colors, location of structure proposed for such improvements. Concurrent with submission of the plans, Owner shall notify the Committee of the Owner's mailing address.

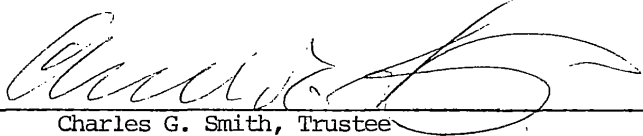
(2) The Committee shall review such plans in relation to the type and exterior of improvements constructed, or approved construction, on neighboring Lots and in the surrounding area, and any general scheme or plans formulated. If the Committee determines that the proposed Improvement will not protect and enhance the integrity and character of all the Lots and neighboring Lots as a quality residential community, the Committee may refuse approval of the proposed Improvement.

(3) Written Notice of any refusal to approve a proposed Improvement shall be mailed to the owner at the address specified by the owner upon submission of the plans. Such notice shall be mailed, if at all, within thirty (30) days after the date of submission of the plans. If notice of refusal is not mailed within such period, the proposed Improvement shall be deemed approved by the Committee.

(4) The decision to approve or refuse approval of a proposed Improvement shall be exercised by the Committee to protect the values, character and residential quality of all Lots. However, no Lot owner, or combination of Lot owners, or other person or persons shall have any right to any action by the Committee, or to control, direct or influence the acts of the Committee with respect to any proposed Improvement. No responsibility, liability or obligation shall be assumed by or imposed upon the Committee in this Section, or as a result of any act or failure to act by the Committee with respect to any proposed Improvement.

All other terms and conditions of said Restrictive Covenants to remain the same and in full force and effect.

IN WITNESS WHEREOF, Charles G. Smith, Trustee, being the owner of all of said real estate, has executed these Amendments to the Restrictive Covenants, this 13th day of July, 1987.

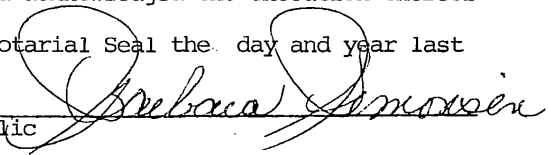

 Charles G. Smith, Trustee

STATE OF NEBRASKA)
) ss.
 COUNTY OF DOUGLAS)

On the day and year last above written, before me, the undersigned Notary Public in and for said county, personally came CHARLES G. SMITH, TRUSTEE, to me personally known to be the identical person whose name is affixed to the above Amendment to Restrictive Covenants 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