

FILED

RECORDED April 29, 2009 AT 2:43 P.M.

BOOK 538 PAGE(S) 728-729

Karen A. Madsen

REGISTER OF DEEDS

2009 APR 29 PM 2:43

KAREN A. MADSEN
WASHINGTON COUNTY
REGISTER OF DEEDS
BLAIR, NE

ADDITIONAL PROTECTIVE COVENANTS

RE: Lots Eight (8), Lot Nine (9), Lot Ten (10), Lot Eleven (11), Lot Twelve (12), and Lot Thirteen (13) of the Replat of Lot Six and Part of Lot Seven of Tyson's Skyline Addition to the City of Blair, Washington County, Nebraska.

The undersigned, being all the owners of the referenced real estate, hereby make the following amendments to the Protective Covenants covering the reference property filed in the records of Washington County, Nebraska at Book 460, Page 621-622:.

1. Paragraph 4 shall read:

Each of the Lots described in paragraph 1 above shall be used only for single-family residential purposes, and no structures of any kind shall be erected, altered, placed or permitted to remain on any of the lots other than (a) one detached single-family dwelling on each lot of not less than one story nor more than two stories in height and to which must be attached a private garage on the ground floor or basement level providing enclosed space for not less than two automobiles and (b) one detached accessory structure on each lot incidental to and customarily associated with the use of a single family residence. Such accessory structure shall not be sided with vertical metal siding nor have a metal roof. Any accessory structure on Lots 12 and 13 shall not be located within thirty (30) feet of North lot line of Lot 13, and further, that all accessory structures shall be located on the East one-half of the Lot depth, and further, that all accessory structures shall be accessed from 25th Street. Accessory structures shall not exceed 1000 square feet. All driveways shall be fully covered by concrete, asphalt or brick.

2. Paragraph 5 shall read:

In no event shall any lot described in paragraph 1 be reduced in size by subsequent conveyance during the period these covenants are in effect for any purpose other than for enlargement or change of any adjoining street. Contiguous tract agreements have been filed permanently connecting Lots 8 and 9, Lots 10 and 11, and Lots 12 and 13. In no event shall any contiguous tracts be reduced in size by any subsequent conveyance during the period these covenants are in effect for any purpose other than for enlargement or change of any adjoining street.

3. Paragraph 6 shall read:

Exclusive of all open porches, breezeways and garages, the following minimums shall be required for the finished living areas for each single

1

Recorded _____
General _____
Numerical _____
Photostat _____
Proofed _____
Scanned _____

family dwelling constructed on a lot: not less than 1,600 square feet of floor area for a one story house with an attached garage; and, not less than 1,800 square feet for any one story house with a basement garage or any bi-level, tri-level, split-entry, 1 1/2 story or taller house. Each residence shall be oriented toward Skyline Drive. The front of the residence shall be faced with not less than 25% brick, stone, or stucco. Each residence shall be located so that not less than 20%, nor more than 80%, of the ground level area of residence and attached garage shall be located on either side of the original lot line of the contiguous joined lots.

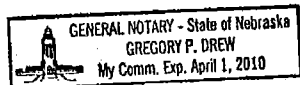
Executed the 22 day of April 2009.

Thomas A. Sick

Thomas A. Sick, Trustee of Skyline Trust
under Trust Agreement dated the 30th day
of April 2005

STATE OF NEBRASKA)
)
COUNTY OF WASHINGTON)

The foregoing instrument was acknowledged before me this 21st day of April, 2009, by Thomas A. Sick, Trustee.



Greg P. Drew

Notary Public