



BK 0864 PG 516



MISC 1988 16856

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INDEXING
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112
lots

AMENDMENT TO

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR

BRYN MAWR, LOTS 1 THROUGH 112, INCLUSIVE

WHEREAS, Bryn Mawr, Inc. (hereinafter referred to as "Declarant"), then owner of the property described below, has heretofore provided, pursuant to that certain Declaration of Covenants, Conditions and Restrictions described below, that the property be subject to covenants and other terms appropriate, convenient or necessary to preserve and promote and to enhance and protect the value, desirability and attractiveness of said property, to-wit:

Lot One (1) through One Hundred Twelve (112), inclusive, BRYN MAWR FIRST ADDITION, a Subdivision as surveyed, platted and recorded in Douglas County, Nebraska; and

WHEREAS, said Declaration of Covenants, Conditions and Restrictions for Bryn Mawr, Lots 1 through 112, inclusive, was signed by Declarant on August 20, 1986, and on September 9, 1986, was filed in the office of the Register of Deeds for Douglas County, Nebraska at Book 788, Miscellaneous Records, Page 193 through Page 206; and

WHEREAS, Article VI-B provided that the covenants and restrictions of the Declaration may be amended by Declarant in any manner it shall determine in its full and absolute discretion for a period of five (5) years from the date of said Declaration; and

WHEREAS, Declarant now desires to modify said Declaration.

NOW, THEREFORE, in consideration of the aforesaid, Declarant does hereby amend said Declaration of Covenants, Conditions and Restrictions for Bryn Mawr, Lots 1 through 112, inclusive, as follows:

1. Article I, Paragraph E (entitled "Architectural Control Committee") shall be deleted in its entirety and in its place the following inserted:

E. "Architectural Control Committee" shall consist of a committee of five (5) members; four of the members shall be appointed by Declarant, its successors and assigns, and one of the members shall be appointed by the Board of Directors of the Bryn Mawr Homeowners Association, Inc., its successors and assigns.

2. The following sentence shall be added to Article II, Paragraph B:

The Architectural Control Committee, before approving plans will make a determination that the plans conform to the conditions set forth in this Declaration of Covenants.

3. Article II, Paragraph D shall be deleted in its entirety and in its place the following inserted:

D. The approval or disapproval of the Architectural Control Committee, as required in these covenants shall be in writing. Typically, approval or disapproval of the submittal shall be made within 72 hours. Failure of the Architectural Control Committee to give either written approval or disapproval of the submitted plans within thirty (30) days after receipt of all of the documents and their fee required above by mailing such written approval or disapproval to the last known address of the applicant, as shown on the submitted plans, shall operate as approval of the proposed improvement.

4. Article III, Paragraph I, shall be deleted in its entirety and in its place the following inserted:

I. No part of any residence or garage shall be covered by a flat or mansard roof and all dwellings or garages shall be roofed with wood shakes or with wood shingles.

5. The last sentence of Article V, Paragraph E, should be deleted in its entirety and in its place the following inserted:

The regular assessment for each unimproved lot shall be no more than fifty (50%) percent of the regular assessment for improvement lots.

6. Article VI, Paragraph B, should be deleted in its entirety, and in its place the following inserted:

B. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty-five (25) years from the date this Declaration is recorded. This Declaration may be amended by Declarant, or any person, firm, corporation, partnership or entity designated in writing by Declarant, in any manner it shall determine, in its full and absolute discretion, for a period of five (5) years from the date of this Amendment to Declaration, or until eighty (80%) percent of the lots covered by these covenants have been built upon. Thereafter, this Declaration may be amended by an instrument signed by the owners of not less than seventy-five percent (75%) of the lots covered by this Declaration.

7. The following Article VI, Paragraph D, shall be added:

D. At such time as eighty (80%) percent of the lots covered by these covenants have been built upon, the Declarant then agrees to assign to the Bryn Mawr Homeowners Association, Inc., all of Declarant's rights, titles, interests, powers and privileges granted or reserved unto Declarant, including but not limited to, the right to enforce by a proceeding at law or equity, all of the restrictions, covenants, conditions and provisions contained therein.

IN WITNESS WHEREOF, Declarant has caused these presents to be executed this 30th day of September, 1988.

BRYN MAWR, INC., a Nebraska corporation

By Charles G. Smith

Charles G. Smith, President

STATE OF NEBRASKA)

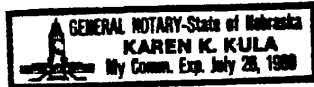
) ss.

COUNTY OF DOUGLAS)

On this 30th day of September, 1988, before me, a notary public in and for said county and state, personally came Charles G. Smith, President of Bryn Mawr, Inc., a Nebraska corporation, known to me to be the identical person who signed the foregoing 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 at Omaha, in said county and state the date and year last above written.

Karen K. Kula
Notary Public



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misc n7

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576-518 N 91-57-5075 DEL MC EN
OF 576-518 COMP KP FIB 91-5075

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SECURE A. RICHARDSON
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