

AMENDMENT TO PROTECTIVE COVENANTS

The undersigned, being the owner of the following described property located in Douglas County, Nebraska, to-wit:

Lot 1, Block 1; Lots 1, 2, 3, 5 and 6, Block 2; Lots 2, 3, 5, 6 and 7, Block 3; Lots 1, 2, 3, 4, 5 and 8, Block 4; Lots 1, 2, 3, 4, 5, 6, 7, 8, 10, 11, 13, 15 and 16, Block 5; Lots 1, 2, 3, 5, 7, 8, 9, 11, 12, 13, 14, 15, 16, 17, and 18, Block 6; Lots 4, 5, 6, 7, and 8, Block 7; Lots 1, 2, 3, and 5, Block 8; Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 12, 14 and 15, Block 9; and Lot 8, Block 10, all in Camenzind Highland Second Addition, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska,

said lots being a majority of the lots in said subdivision does hereby consent and agree, pursuant to paragraph 2 of the Declaration of Protective Covenants dated August 20, 1963 and filed August 27, 1963 in Miscellaneous Book 401 at Page 401 in the office of the Register of Deeds of Douglas County, Nebraska, on the following described real estate, to-wit:

Lot 1, Block 1; Lots 1 through 6, inclusive, Block 2; Lots 1 through 7, inclusive, Block 3; Lots 1 through 10, inclusive, Block 4; Lots 1 through 16, inclusive, Block 5; Lots 1 through 18, inclusive, Block 6; Lots 1 through 8, inclusive, Block 7; Lots 1 through 5, inclusive, Block 8; Lots 1 through 15, inclusive, Block 9; Lots 1 through 9, inclusive, Block 10, all in Camenzind Highland Second Addition, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska,

to amend, change and modify said Protective Covenants in the following described manner to read as follows:

FIRST: These covenants are adopted and imposed as aforesaid in pursuance of a general plan for the development and improvement of each and all of the Lots above described, and shall run with the land and inure to the benefit of and be binding upon each and every person, firm or corporation, who during the time these covenants are in effect, may own, hold, encumber, use, or occupy said Lots, and each of them, or any part thereof, or any interest therein. Any person, firm or corporation for whose benefit said covenants exist, may maintain suitable action, either at law or in equity, for the enforcement of said covenants, or for the recovery of damages resulting from any violation or breach of said covenants, but the prosecution of any such action shall be optional to such person, firm or corporation, and in no event be deemed to be obligatory or required of any such person, firm or corporation. Each and all of said covenants are severable and independent of each other, and the invalidation of any one or more of said covenants, or any part or parts thereof, by judgment, decree or other order of Court, in no event shall affect the validity or effect of the remaining covenants, or parts thereof, which nevertheless shall remain in full force and effect.

- SECOND: These covenants shall be and remain in effect for an initial period of twenty-five (25) years from and after this date, but thereafter, upon the expiration of said initial period, shall automatically be renewed and extended for successive periods of ten (10) years each, unless and until said covenants, in whole or in part, are terminated or changed through written agreement executed by the then owner of a majority of the Lots above described and recorded in the office of the Register of Deeds of Douglas County, Nebraska, in the manner provided by law, provided, however, that the aggregate period of time, including said initial period and renewal or extension periods aforementioned, shall not exceed the maximum aggregate period of time allowable by law, at the expiration of which maximum legal period said covenants shall completely terminate.
- THIRD: The term "LOT" as used herein shall be construed to denote any of the following described parcels of land, to-wit: (a) a single lot as originally platted in the Plat and Dedication of said Addition, or (b) such a single platted lot together with the contiguous portion of one or more abutting platted lots used therewith, or (c) a parcel composed of portions of two or more such platted lots, which portions are contiguous to each other, provided, however, that the area of such parcel and dimensions of the rear and front lines of such parcel shall be, respectively, not less than the area and rear and front lines of either one of the platted lots out of which such parcel is formed.
- FOURTH: Easements for the installation, construction, erection, extension, renewal, repair, maintenance and operation of sewer, water, gas, telephone and electric lines, including the equipment or appurtenances reasonably necessary therefor, hereby are created and reserved in perpetuity over, along, upon and under the rear and a side five (5) feet of each lot in favor of the several public utilities now or hereafter operating such services or utilities.
- FIFTH: No noxious, offensive or illegal trade or activity shall be carried on upon any lot or parcel of land, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood.
- SIXTH: No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuildings, shall be erected upon, or used, on any lot or parcel of land at any time as a residence, either temporarily or permanently.
- SEVENTH: No animals, livestock or poultry of any kind shall be raised, bred or kept upon any lot or parcel of land, except that dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose.
- EIGHTH: No garden or field crop whatsoever shall be grown between a dwelling and any lot line, or between a dwelling and any abutting street line, other than flowers, trees, shrubs, bushes, hedges or other ornamental plants or vegetation, provided, however, that in no event shall any of the aforementioned flowers, trees, shrubs, bushes, hedges or other ornamental plants or vegetation obstruct the view of any street, intersections or junction, not otherwise constitute a hazard or nuisance to any abutting property, or to the neighborhood as a whole or to either pedestrian or vehicular traffic.

