

AGREEMENT MODIFYING RESTRICTIVE COVENANTS.

WHEREAS, hereto certain parties being the owners of the following described premises entered into restrictive covenants, which covenants were recorded June 20, 1941, in Book 156 of Miscellaneous records, at Page 419 of the records of the Register of Deeds of Douglas County, Nebraska, said premises being described as follows:-

1. Lot 1, Block 19, Loveland,
2. Lot 6, Block 19, Loveland.
3. Lot 9, Block 19, Loveland.
4. Lot 12, Block 19, Loveland.
5. Lot 8, Block 18, Loveland.

said Loveland being a Subdivision in Douglas County, Nebraska, and

WHEREAS, said covenants providing among other things that no welling shall be placed on any of said lots within 25 feet of the side lot lines of said lots, and

WHEREAS, since the signing and recording of said covenants, the City of Omaha has passed Zone Ordinance No. 15239, which said ordinance requires a side yard on each side of a building erected on any lot

having a width of 110 feet or less in said district of not less than 15% of the average width of said lot, but in no case less than 10 feet, and

WHEREAS, said covenants provided that same may be changed in whole or in part by a majority of the owners of said lots, and

WHEREAS, the undersigned, husbands and wives, are the present owners of the aforesaid property, and desire to change said covenants by permitting the erection of buildings thereon within twenty-five feet of any side lot lines, provided the provisions of the Ordinances of the City of Omaha are complied with.

NOW, THEREFORE, in consideration of the premises and of the mutual promises contained in said covenants and contained herein, It is agreed that said covenants shall be, and the same hereby are modified and changed only in that paragraph 8 of said covenants, shall read as follows:

No building shall be erected, constructed, altered, or placed, or permitted to remain on any of said lots, other than one single detached dwelling, which shall be of wood, stone, brick, cement, stucco or brick veneer construction and each dwelling shall front to the street on which lot, a butts, and no part of such dwelling other than the cornice of the roof shall be nearer to the street line, (or lines) of said lot than the present established building line in said Blocks 18 and 19."

anywhere shall be a side yard of not less than 25 feet in width on each side of a building; Provided, However, A lot having a width of 110 feet or less and of record at the time of the effective date of said ordinance, there shall be a side yard on the side of a building of not less than 15 per cent of the average width of the lot; but in no case less than ten feet."

29th day of March, 1948

Lloyd H. Mattson Jr.

Owner of Lot 1, Block 19, Loveland

Louise C. Dickinson

Owner of Lot 6, Block 19, Loveland

Lloyd H. Mattson Jr.

Owner of Lot 9, Block 19, Loveland

Max J. Felleman

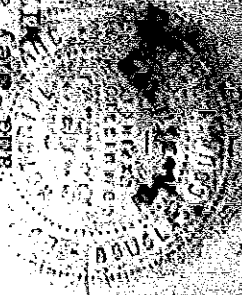
Owner of Lot 8, Block 18, Loveland

STATE OF NEBRASKA,) ss.
County of Douglas,)

On this 29th day of MARCH, A. D., 1948, before me, a Notary Public in and for said County, personally came the above named LLOYD H. MATTSO, JR., and YVONNE C. MATTSO, husband and wife, LAWRENCE C. DICKINSON and VIVIAN P. DICKINSON, husband and wife; EDWARD L. BRADLEY, JR. and MARY DELLE BRADLEY, husband and wife; ~~Max J. Felleman~~, husband and wife; and MAX J. FELLEMAN and EDITH A. FELLEMAN, husband and wife, who are personally known to me to be the identical persons whose names are affixed to the above agreement containing restrictive covenants, and they acknowledged said agreement to be their voluntary act and deed, and they acknowledged said agreement to be their voluntary act and deed. IN WITNESS my hand and Notarial Seal this date last aforesaid.

Edward C. Muehlenberg Notary Public

commission expires on the 31st day of April, A. D. 1949



232-14-14