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AMENDMENT TO  
DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
FOR NELSON'S CREEK SUBDIVISION

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

THIS DECLARATION AMENDMENT, made on the date hereinafter set forth by Jacobs Limited Partnership, a Nebraska Limited Partnership organized under and subject to the Uniform Limited Partnership Act of Nebraska, hereinafter referred to as the "Declarant".

WITNESSETH:

WHEREAS, the Declarant is the developer of the following real property:

Lot 192 through Lot 330 Nelson's Creek Subdivision, in the County of Douglas, State of Nebraska,

such lots are herein referred to collectively as the "Lots" and individually as each "Lot".

WHEREAS, the Declarant previously filed in the Register of Deeds, in Book 859, Page 69, of the Records of the Register of Deeds of Douglas County, Nebraska, the Declaration, Covenants, Conditions and Restrictions for Nelson's Creek Subdivision, and now desires to amend the same so that paragraphs 13 and 14 on page 5 thereof is amended to read as follows:

13. POWER AND TELEPHONE EASEMENTS. A perpetual license and easement is hereby reserved in favor of and granted to Omaha Public Power district and Northwestern Bell Telephone Company, their successors and assigns, to erect, operate, maintain, repair and renew underground conduit and wires for the carrying and transmission of electric current for light, heat and power, and for all telephone, telegraph and message service below a five foot (5') strip of land adjoining the side boundary line and an eight foot (8') strip of land adjoining the rear boundary line of said Lots in said addition; said license is granted for the use and benefit of all present and future owners of Lots in said addition; provided however, that said side Lot easement is granted upon the specific condition that if both of said utility companies fail to construct underground conduit and wires along any of said Lot lines within thirty-six (36) months of the date hereof, or if any underground conduits and wires are constructed but are thereafter removed without replacement within sixty (60) days after their removal, such side Lot easement shall automatically terminate as to such unused or abandoned easement ways and provided further, the above easement is subject to the right of Developer to install or contract for the installation of lines for cable television within the above described easement area as set forth in paragraph 14 below.

All telephone, cable television and electric power service lines from property line to dwelling shall be underground.

14. CABLE TELEVISION LINE EASEMENTS. A perpetual license and easement is hereby reserved in favor of the Developer, its successors and assigns, to erect, operate, maintain, repair and renew, or contract for the erection, installation, operation, maintenance and repair of underground conduit, wires and/or cable for the carrying and transmission of cable television service buried within a five foot (5') strip of land adjoining the side boundary lines and an eight (8') strip of land adjoining the rear boundary lines of said Lot in said addition, said license is granted for the use and benefit of all present and future owners

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of Lots in said addition; provided, however, that said Lot easement is granted upon the specific condition that if cable television lines are not installed along any of said lot lines within forty-eight (48) months of the date hereof, or if any underground television cable lines are constructed but are thereafter removed without replacement within sixty (60) days after removal, such side lot easement shall automatically terminate as to such unused or abandoned easement ways.

IN WITNESS WHEREOF, Jacobs Limited Partnership has executed these presents, this 14 day of April, 1989.

JACOBS LIMITED PARTNERSHIP A  
Nebraska Limited Partnership

By: *Warren L. Jacobs*  
Warren L. Jacobs, General Partner

STATE OF NEBRASKA )  
  ) s:  
COUNTY OF DOUGLAS )

On the day and year last above written before me, the undersigned, a Notary Public, personally came Warren L. Jacobs, General Partner of Jacobs Limited Partnership, to me personally known to be the General Partner and the identical person whose name is affixed to the above Covenant and Declaration, and acknowledged the execution thereof to be his voluntary act and deed as such General Partner and the voluntary act and deed of said partnership.

Witness my hand and Notarial Seal at Omaha in said County the day and year last above written.

*John A. Rickerson*  
Notary Public

