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 GEORGE J. BUGLEWICZ
 REGISTER OF DEEDS
 DOUGLAS COUNTY, NE

ROSE GARDEN ESTATES)
 HOMEOWNERS ASSOCIATION, INC.)
)
) AMENDMENT TO PROTECTIVE
) COVENANTS AND RESTRICTIONS
 TO)
)
) DATED OCTOBER 30, 1996
 WHOM IT MAY CONCERN)

Rose Garden Estates Homeowners Association, Inc., a Nebraska corporation, as successor to declarant, does hereby state, publish and declare the following amendments to the Covenants, Conditions and Restrictions heretofore recorded at Book 604, Page 88, Miscellaneous Records, Register of Deeds, Douglas County, Nebraska, upon Lots 1 through 261, inclusive, in Rose Garden Estates, a subdivision in Douglas County, Nebraska. Paragraphs 5, 8, 10, 13, 16, 17, 19 and 21 of the above-described Covenants, Conditions and Restrictions are hereby amended as follows:

5. No structure of any kind shall be commenced, erected, placed or altered on any lot unless and until the plans and specifications therefor and a plot plan showing location and elevations of such structure have been submitted to Rose Garden Estates Homeowners Association, Inc., or any other person or entity designated by it, and shall have received the prior written approval of said Rose Garden Estates Homeowners Association, Inc., as to conformity and harmony of design, location and grade, with then existing structures on other lots in said subdivision. The provisions of this paragraph shall be in effect from the date hereof until Rose Garden Estates Homeowners Association, Inc., its successors or assigns shall file in the office of the Register of Deeds of Douglas County, Nebraska, a written release of said provisions. The term "structure" as used herein refers to and includes constructed or erected buildings, the use of which requires location on the ground or attachment to something located on the ground. Failure of Rose Garden Estates Homeowners Association, Inc., to approve or disapprove such plans, specifications and plot plan for any reason whatsoever, within forty-five (45) days after submission thereof to him shall operate to release such lot from the provisions of this paragraph.

8.a. One-story, bi-story, bi-level, split-level, step-up or split entry homes, 1,250 square feet exclusive of open porches, breezeways, garages and finished basements.

10. After commencement of construction, the dwelling shall be completed as soon as practicable, and the lot upon which said dwelling is built shall be graded and seeded or sodded. In no case shall the total time to complete construction exceed nine (9)

RETURN TO:
 PAUL J. LaPUZZA
 1125 SO. 103 ST., SUITE 710
 OMAHA, NE 68124

months. Failure to comply with this requirement will cause the approval of Rose Garden Estates Homeowners Association, Inc. Architectural Committee to be automatically revoked. Further construction must cease until approval is again granted.

13. All property must be maintained in a neat and orderly manner. This includes, but is not limited to, the following items:

a. All lawns, trees, shrubs, hedges, walls, fences and any other appurtenant growth or structure shall be kept and maintained in a safe, neat and orderly manner.

b. All glass, siding, gutters, masonry and other visible components of all structures must be kept in good repair and properly painted, sealed and/or stained as appropriate for the material.

c. Construction residue and miscellaneous debris resulting from construction shall not extend beyond said property.

Rose Garden Estates Homeowners Association, Inc., reserves the right to designate authorized personnel to enter upon any lot for the purpose of mowing and removing any unsightly weeds or other vegetation, trimming hedges, trees and shrubs, removing dead or unsightly portions thereof, and repairing walls or other appurtenant structures whenever the owner or occupant of any property shall fail or refuse to do so within a reasonable time after notice in writing from the owner of the existence of the objectionable condition. Any expenses for such work are chargeable to the lot owner. If these charges are not paid within thirty (30) days, Rose Garden Estates Homeowners Association, Inc., will have the right to file a lien against the property to secure payment of those charges.

16. No sign, billboard or other structure for any advertising or display of advertising materials of any kind shall be placed or maintained within the subdivision, nor shall any notice or advertisement be displayed by any person, corporation or association carrying on a permitted business or trade or profession therein without the permission in writing of the board of directors of Rose Garden Estates Homeowners Association, Inc. Real estate signs and political campaign signs are exempt from this covenant.

17. Any grade change exceeding thirty-six (36) inches must have the approval of Rose Garden Estates Homeowners Association, Inc.

18. Any property owner planning to initiate a request to secure a release from the established zoning requirements must notify the Board of Directors of Rose Garden Homeowners Association, Inc., at least thirty (30) days before the request is filed with the appropriate governmental agency.

19. Automobiles parked outside in the subdivision must be properly licensed and in operating condition, or said cars may be towed away at the owner's expense upon the request or act of any landowner in the subdivision. All automobiles must be parked

