

## AMENDMENT TO PROTECTIVE COVENANTS

Lots Three (3), through Ten (10),  
Saxton Addition.

WE, THE UNDERSIGNED, record owners of Lots Three (3), through Ten (10), Saxton Addition, an addition in Douglas County, Nebraska, for and in consideration of the mutual promises of each being made to the other, do hereby agree, each with the other, to amend the protective covenants filed concerning Lots Three (3) through Ten (10)

Saxton Addition, Douglas County, Nebraska, and which are recorded at Book 341 of Miscellaneous Records, page 473, and which was recorded in the Office of the Register of Deeds, of Douglas County, Nebraska, on April 30, 1950.

WHEREAS, it was the original intention that the minimum setback for a side yard was intended to be ten feet, and,

WHEREAS, the covenants filed herein call for a minimum of fifteen feet side yard.

NOW, THEREFORE, We do, and by this instrument, agree to amend the covenants filed herein as follows:

In any event, no building shall be located on any lot nearer than forty (40) feet to front lot line, or nearer than forty (40) feet to any side street line. No building shall be located nearer than ten (10) feet to an interior lot line, except that a three foot side yard shall be permitted for a garage or other accessory building located fifteen (15) feet or more from the minimum building setback line. No dwelling shall be located on any interior lot nearer than thirty-five (35) feet to rear lot line. For the purposes of this covenant, eaves, steps and open porches shall not be considered as a part of a building, provided however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

IT IS FURTHER AGREED by and between the parties hereto, that all other provisions contained in the previous agreement are to remain in full force and effect.

Dated at Omaha, Nebraska, this 21 day of August, 1959.

Owners of Lot 3, Saxton,  
Addition

*Donald S. Beck  
George Beck*

BBM 345 MM 524

Owners of Lots 4, 6 and 10,  
Section Addition:

James F. Torgerson  
Glenda J. Torgerson

Owners of Lots 5, 7, 8 and 9,  
Section Addition:

Robert E. Beebe  
Audrey M. Beebe  
Robert Morris  
Betty J. Morris  
John W. Stoll  
Clara B. Stoll  
Clyde H. Wisecarver  
Ethel M. Wisecarver

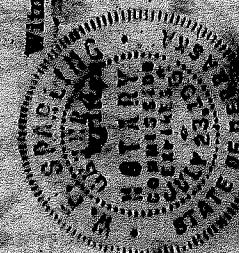
STATE OF NEBRASKA )

) ss:

COUNTY OF DOUGLAS )

On this 3<sup>rd</sup> day of August, 1959, before me, the undersigned, a Notary Public, duly commissioned and qualified for said county, personally came William E. Beebe and Geneva G. Beebe, husband and wife; Louis Kavan and Edna L. Kavan, husband and wife; Robert E. Beebe and Audrey M. Beebe, husband and wife; Roy W. Morris and Betty J. Morris, husband and wife; John W. Stoll and Clara B. Stoll, husband and wife; Clyde H. Wisecarver and Ethel M. Wisecarver, husband and wife, to me known to be the identical persons whose names are subscribed to the foregoing instrument and they acknowledge the execution thereof to be their voluntary act and deed.

Witness my hand and Notarial Seal the day and year last above



W. F. Smith  
Notary Public

14 W. F. Smith Notary Public  
14 W. F. Smith Notary Public

In following protective covenants and restrictions that meet the objectives of the FEDERAL HOUSING ADMINISTRATION, special problems in connection with land sub-division are hereby created.

### ARTICLE I.

April 23, 1937, Leslie Hayes and Fred L. Hayes, husband and wife, joint owners of lots 100 & 101, Section 10, Section Addition, Subdivision No. 10, and several (20) land Lots central and Lots No. 100 & 101, located in (30) Subdivision.

### ARTICLE II.

1. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed one-story in height and private garage for the use of which not less than 65 feet in width inclusive.

2. In any case, no dwelling shall be permitted on any lot described herein, having a ground floor square foot area of less than 1,100 square feet of living space or building garages and porches.

In any event, no building and no lot located on any lot nearer than forty (40) feet to front lot line, or nearer than forty (40) feet to any side street line. No dwelling shall be located nearer than fifteen (15) feet to an interior lot line, except that a three-car garage yard shall be permitted for a garage or other accessory building located fifteen (15) feet or more from the dwelling building setback line.

No dwelling shall be located on any interior lot nearer than thirty-five (35) feet to rear lot line. For the purpose of this covenant, garages, steps, and open porches shall not be considered as a part of a building, provided however, that this shall not be construed to permit any portion of a dwelling on a lot so encroached upon another lot.

### ARTICLE III.

1. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years, unless in the meantime signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

2. Enforcement shall be by proceeding at law, or in equity against any person or persons, violating or attempting to violate any covenant, either by neglect, violation or by recover damages.

### ARTICLE IV.

1. Invalidation of any one of these covenants by judgment or court order shall not affect any of the other provisions, which shall remain in full force and effect.

2. Gilt Street will continue on North as land is developed adjacent thereto.

*Leslie Hayes*  
Leslie Hayes  
John L. Hayes  
John L. Hayes

Entered in record book and indexed in the office of recorder of deeds of Marion, Marion, Indiana, on April 23, 1937, page 1, volume 1, number 1, witness \$6.00

S.

J.