

Return to:

David C. Nelson
Suite 1400 One
Central Park Plaza
Omaha, NE 68102

RECEIVED
JUL 7 12 20 PM '94
GEORGE W. WISSEWITZ
REGISTERED OF DEEDS
DOUGLAS COUNTY, NE



AMENDMENT TO PROTECTIVE COVENANTS

The undersigned, **THE WINDRIDGE HOMEOWNERS ASSOCIATION**, a Nebraska non-profit corporation, the Developer of the property legally described and referred to as Parcel "A" below, (the "Property"), for the purpose of providing uniformity in all fences hereafter constructed in Windridge, a subdivision, in Douglas County, Nebraska ("Windridge"), and to preserve the value of all property in Windridge, do hereby amend the Protective Covenants filed against Windridge, filed and recorded at Book 718, Page 382, of the Douglas County, Nebraska Miscellaneous Records (the "Protective Covenants"), as affecting Parcel "A", as provided herein.

PRELIMINARY STATEMENTS

Parcel "A" is legally described as: Lots 62 and 63 in Windridge Second Addition, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska (formerly lots 108 and 109 in Windridge, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska).

Lots 62 and 63 of Windridge 2nd Addition, were formerly Lots 108 and 109 of Windridge, but were vacated from the Windridge plat and included in the Windridge 2nd Addition plat. Notwithstanding such vacation and replat, Lots 62 and 63 of Windridge 2nd Addition remain subject to the Protective Covenants of Windridge.

AMENDMENTS

The Protective Covenants of Windridge as affecting Parcel "A" are hereby amended as follows:

1. All fences hereafter constructed along the easterly lot line of Lots 10, 11, 12 and 14 of Windridge shall be of the following specifications:

- 6 feet in height at every portion
- 6 inch wide boards
- 1 inch thick boards
- board-on-board
- red cedar
- no scallops or other designs
- indentations as existing in the current fence along the easterly lot lines of said lots

8290

FEE	11.05 R	COMP	FB	MC	44417
DEL.	C/O	COMP			
LEGAL PG	SCAN	FV			

2. All fences hereafter constructed on the Property shall be made substantially of wood materials and shall not be chain link.

3. No freestanding storage shed or tool shed of any type shall be allowed on the Property. This shall prohibit any freestanding permanent or non-permanent structure used for the storage of any property whatsoever. This shall not, however, prohibit the placing or existence of any non-permanent children's playhouse which is used for childhood purposes.

MISCELLANEOUS

1. The amendments to the Restrictive Covenants of Windridge as affecting Parcel "A" shall apply only to improvements constructed after the date hereof and shall not require the removal or replacement of any existing improvements.

2. In case of any conflict between the provisions of this Amendment, and the existing Restrictive Covenants and amendment thereto, the provisions of this Amendment shall control.

Dated: July 6, 1994

**THE WINDRIDGE HOMEOWNERS
ASSOCIATION**, a Nebraska
non-profit corporation

By: Lynn M. Hoff
Title: Lynn M. Hoff, Secretary

STATE OF NEBRASKA)
)ss.
COUNTY OF DOUGLAS)

On this 6 day of July, 1994, the foregoing instrument was acknowledged before me by Lynn M. Hoff, as Secretary of **THE WINDRIDGE HOMEOWNERS ASSOCIATION**, on behalf of the corporation.

GENERAL NOTARY-State of Nebraska
JOAN E. EMOND
My Comm. Exp. March 21, 1995

Joan E. Emond