

BOOK 588 PAGE 691

FIRST AMENDMENT BY ADDENDUM
TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS AMENDMENT BY ADDENDUM to Declaration of Covenants, Conditions and Restrictions made on the date hereinafter set forth by BYRON REED COMPANY, INC., a Nebraska corporation, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the sole owner of certain properties which are more particularly described as:

Lots 300 through 325, inclusive, and Outlots 1 through 4, inclusive, all in Woodhaven Replat II, a subdivision in Douglas County, Nebraska, being a replat of Lot 267, Woodhaven, a subdivision,

and

WHEREAS, Declarant did execute on the 12th day of July, 1977, a certain DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (hereinafter referred to as "Declaration") pertaining to and made binding upon said above described properties according to the terms and provisions thereof, and said Declaration was recorded on the 18th day of July, 1977, in Book 583 at Pages 727 to 734, inclusive, of the Miscellaneous Records in the Office of the Register of Deeds for Douglas County, Nebraska, and

WHEREAS, Declarant now desires to amend said Declaration by this Addendum thereto:

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following additional restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof, to-wit:

1. Declarant shall have and retain for a period of five (5) years from and after date hereof the exclusive right to determine in Declarant's sole discretion, with respect to any one or all of the lots, whether or not the residential dwellings constructed on said properties shall be occupied by any individual(s) as owner(s), lessee(s), contract purchaser(s) or otherwise, who have in their custody, care and/or control any children, whether one or more, who have not attained their sixteenth birthday at the commencement of such residency or occupancy, regardless of whether such children are the natural, or adopted or stepchildren, grandchildren or otherwise of such individual(s).

a) Permission from Declarant for an individual to occupy and reside in one of the properties with a child or children one or more of whom has not attained the age of sixteen, must be obtained in writing prior to moving into the residential dwelling. Such permission, if granted by Declarant, shall not automatically extend to the heirs, devisees, personal representatives or assigns of such individual(s),

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but shall terminate upon transfer of such property by said individual and/or cessation of residency and occupancy thereof, whether by death, operation of law, gift, devise, conveyance, contract of sale, or termination of lease. Grant of such permission initially by Declarant shall not create a precedent binding upon Declarant with respect to such property, nor shall the grant of same with respect to one lot or property estop Declarant from refusing to grant such permission with respect to any other lot or lots.

b) At the end of said five (5) year period, all rights hereunto reserved to Declarant in this Paragraph No. 1 to determine whether or not any child or children under the age of sixteen years shall be permitted to occupy and reside in the residential dwellings on any of said lots, shall be automatically transferred and assigned to Association for such exercise or non-exercise thereof as Association may thereafter see fit.

2. Notwithstanding any provision that may be to the contrary in Section 3, Article IV of the Declaration, the Association shall have and retain sole discretion to determine whether or not the Association shall undertake and provide for the removal of snow from the roadway serving said lots and from the sidewalks and driveways on said lots. In the event all or any part of such snow removal work is undertaken by the Association, the cost of same shall be included as part of the annual assessment to be determined by the Association's Board of Directors, as set forth in Section 4, Article IV of the Declaration.

3. All provisions of this First Amendment by Addendum to the Declaration are hereby declared to be in addition to the provisions of said Declaration and made a part thereof, and are to be in force for the same period of time and enforced in the same manner as set forth in the Declaration for the covenants, conditions and restrictions therein contained.

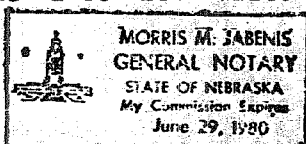
EXECUTED this 24th day of October, 1977.

BYRON REED COMPANY, INC.,
Declarant

By: Charles E. Peterson, Jr.
President

STATE OF NEBRASKA) On the date last-above written before me,
) ss. the undersigned, a Notary Public in and
COUNTY OF DOUGLAS) for said County, personally came CHARLES E.
PETERSON, JR., President of BYRON REED COMPANY,
INC., (a corporation), to me personally known to be the President and
the identical person whose name is affixed to the above First Amendment by
Addendum to Declaration, and acknowledged the execution thereof to be his
voluntary act and deed as such officer and the voluntary act and deed of
said corporation, and that the Corporate Seal of the said corporation was
inhereto affixed by its authority.

WITNESS my hand and Notarial Seal at Omaha in said County on the
date last-above written.



Morris M. Jabenis
Notary Public

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DOUGLAS COUNTY, NEBR.
CLARENCE J. HARTER
RECORDS OF DEEDS