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AMENDMENT TO RESTRICTIVE COVENANTS

The undersigned, Evergreen Bluffs Corporation, a Nebraska corporation, and Jon Pounds and Kathleen Pounds, husband and wife, being the owners of all of the lots and blocks of the Evergreen Bluffs Addition to the City of Blair, Washington County, Nebraska, which is the following described real estate, to-wit:

FILED  
94 MAY - 29  
AM 10:29  
CHARLOTTE L. FERGUSON  
WASHINGTON COUNTY CLERK  
BLAIR, NEBRASKA

Lots One (1) through Twelve (12), Block One (1);  
Lots One (1) through Sixteen (16), Block Two (2);  
Lots One (1) through Four (4), Block Three (3),  
all in the replat of Evergreen Bluffs Addition to the City of Blair, Washington County, Nebraska;  
and Lots Three (3) through Eight (8), Block Four (4),  
all in the original Evergreen Bluffs Addition to the City of Blair, Washington County, Nebraska.

WHEREAS, on or about June 15, 1976, certain Restrictive Covenants were filed with the Washington County Clerk in Book 109 at Pages 198-200, pertaining to the above-described lots.

WHEREAS, the undersigned desire to amend the Restrictive Covenants as to the lots and blocks owned by Evergreen Bluffs Corporation.

The undersigned do hereby declare that the Restrictive Covenants referred to hereinabove and filed for record in Book 109 at Pages 198-200 of the Real Estate Records of the Washington County Clerk, shall be and hereby are terminated and rescinded as to the lots and blocks owned by Evergreen Bluffs Corporation, specifically described as follows:

Lots One (1) through Twelve (12), Block One (1);  
Lots One (1) through Sixteen (16), Block Two (2);  
Lots One (1) through Four (4), Block Three (3),  
all in the replat of Evergreen Bluffs Addition to the City of Blair, Washington County, Nebraska;  
(hereinafter referred to as "EBC Lots");

and, furthermore, that in place of the rescinded and terminated Restrictive Covenants, the undersigned do hereby declare that the EBC Lots (owned by Evergreen Bluffs Corporation) and described immediately hereinabove in this paragraph, are and shall henceforth be owned, held, used and conveyed subject to the following conditions, restrictions and covenants, to-wit:

1. All construction and building on the EBC Lots and blocks immediately described hereinabove, shall be in compliance

Recorded \_\_\_\_\_  
Certified \_\_\_\_\_  
Numerical \_\_\_\_\_  
Photostat \_\_\_\_\_

STATE OF NEBRASKA - COUNTY OF WASHINGTON SS 1781  
ENTERED IN NUMERICAL INDEX AND FILED FOR RECORD  
THIS 29th DAY OF MAY 1994  
AT 10:29 O'CLOCK A.M. AND RECORDED IN BOOK  
109 AT PAGE 106-111.  
COUNTY CLERK Charlotte L. Ferguson  
Deputy Katherine Madson

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with the building and zoning restrictions of the City of Blair, Nebraska.

2. Said EBC Lots will be used for residential purposes only. No building shall be located on any lot line nearer than twenty feet (20') to the front lot line or seven feet (7') from any side lot line, except that on corner lots no building shall be located closer than ten feet (10') to the side street lot line, unless otherwise required or permitted by Blair City Zoning Ordinances.

3. No offensive trade or business activity shall be carried on upon any premises which shall be an annoyance or nuisance to the neighborhood.

4. Plans and specifications for any dwelling to be constructed on any of said EBC Lots shall first be approved by Evergreen Bluffs Corporation or its agents or representatives. Upon failure of Evergreen Bluffs Corporation to exercise this provision in any instance, the right is reserved to require such approval in all successive proposed building constructions.

5. Until a driveway is constructed to any lot where a house is being built, the owner or builder shall be responsible for any damage that may be caused to the sidewalks by trucks or other equipment, and shall use all means to avoid damage, and the owner of any of said EBC Lots, or builder shall be required to use two inch (2") thick planking laid perpendicular to the traveled path of the vehicle on not less than ten inch (10") wide timbers, not less than twelve feet (12') long, or any other equivalent, or better matting protection. Any damage to sidewalks shall be replaced to pre-existing conditions within ten (10) days of such occurrence by said owner or else Evergreen Bluffs, its agents or representatives, upon written notice to said lot owner affected may repair the damage and charge said lot owner for the cost of repair.

6. An easement of five feet (5') is hereby reserved on, over and under a strip of land adjacent to all front, side and

rear lot lines for installation and maintenance of electric utility, telephone and gas lines. Any such installation shall be completed within reasonable time and all landscaped areas and drives, walk, etc. shall be restored within one (1) weeks time to pre-existing conditions unless delay is required by the season of the year. Where trees were planted for landscaping purposes at the time of recording these covenants, an additional five feet (5') easement may be used for a total of ten feet (10') for utility installations and for maintenance in order to minimize damage to such trees. No permanent buildings or new trees shall be placed in or on said easements or on any other easements in force in said Addition, but the same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with aforesaid uses or rights herein reserved. The restrictions against building upon such utilities easement where an owner owns part of a lot, or one lot and a portion or all of another contiguous lot, shall not be effective as to the original interior lot line within such a building plot. All side lot line easements will be granted for the sole purpose of providing an area for the installation and maintenance of utilities. After all utilities have been installed in the vicinity of each lot, all remaining unused side and rear lot line easements shall automatically terminate and become void.

7. For the purpose of rain water and surface water run-off from Riverview Drive, as well as adjacent EBC Lots, seven and one-half foot (7 1/2') wide strips are dedicated, immediately parallel and adjacent to both sides of Riverview Drive as platted and recorded in the office of the Washington County Clerk, said seven and one-half foot (7 1/2') wide strips to run immediately adjacent and parallel to said Riverview Drive along, over and ~~across the front of each of said EBC Lots.~~ Each lot owner shall be responsible to maintain such drainage and rain water run-off easements unobstructed and shall not change the elevations of such easements so as to obstruct or entrap the natural flow of water from any of said EBC Lots.,

8. For the purposes of construction and maintenance, and reconstruction if needed, a sanitary sewer easement seven and one-half feet (7 1/2') wide strips are dedicated on either side of adjacent to each side lot line of lots Four (4) and Five (5), and of lots Five (5) and Six (6), Block Four (4), on the side where aforesaid pairs of EBC Lots have a common boundary. For the purposes of construction and maintenance, and reconstruction if needed, a sanitary sewer easement and water main line easement ten feet (10') wide strips are dedicated on either side and adjacent to each side lot line of lots ten (10) and eleven (11), Block One (1), on the side where these EBC Lots have a common boundary.

9. A residential structure on said EBC Lots shall conform to the following area and related requirements:

- (a) Lots eleven (11) and twelve (12) of Block One (1) and lots one (1), two (2), three (3) and four (4) in Block Three (3) in Evergreen Bluffs Addition to the City of Blair, Washington County, Nebraska shall contain not less than one thousand (1,000) square feet of finished living floor space on the main level (not including garage, porches, deck, etc.) for any one-story or split-level homes above ground.
- (b) Lots one (1) through ten (10), Block One (1) and lots one (1) through thirteen (13) in Block Two (2); lots one (1) through eight (8), Block Four (4), all in Evergreen Bluffs Addition to the City of Blair, Washington County, Nebraska, shall contain not less than one thousand one hundred (1,100) square feet of finished living floor space on the main level (not including garage, porches, deck, etc.) for any one-story or split-level homes above ground.
- (c) All residential structures on said EBC Lots shall be constructed with an attached garage with an area for at least one car.
- (d) The finished living floor space on the main level of any residence and the floor of the garage constructed on any of said EBC Lots shall be at least one foot (1') above the elevation of that portion of Riverview Drive immediately adjacent to said residence or garage.

10. These amended covenants, restrictions and conditions shall run with the land and be binding upon and inure to the

benefit of said EBC Lots and shall continue until May 1, 2004, after which time they will be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of said EBC Lots shall have been recorded in the office of the County Clerk of Washington County, Nebraska, agreeing to change same in whole or in part, except that the provisions of Paragraph 8 hereof shall not be changed in any event.

11. If any person, firm or corporation shall violate or attempt to violate any provisions hereof, any owner of real estate in such Addition shall be empowered and entitled to bring any action or proceeding to prevent or restrain the continuance of such attempt or violation or to recover damages occasioned thereby.

12. These amended Restrictive Covenants shall be binding upon and inure to the benefit of the owners of said EBC Lots described immediately hereinabove, and the original Restrictive Covenants filed for record in Book 109 at Pages 198-200 are hereby ratified and shall be binding upon and inure to the benefit of the owners of lots three (3), four (4), five (5), six (6), seven (7) and eight (8) in Block Four (4), Evergreen Bluffs Addition to the City of Blair, Washington County, Nebraska.

Dated this 28 day of April, 1994.

ATTEST:

EVERGREEN BLUFFS CORPORATION

Virginia L. Pounds  
Secretary

By Walter A. Pounds  
President

Jon Pounds  
JON POUNDS

Kathleen Pounds  
KATHLEEN POUNDS

STATE OF NEBRASKA )  
COUNTY OF WASHINGTON ) :ss:

On this 28 day of April, 1994, before me, the undersigned Notary Public in and for said county,

personally came Kenneth H. Rhoades and Virginia L. Rhoades, to me personally known to be the President and Secretary of Evergreen Bluffs Corporation, and the identical persons whose names are affixed to the foregoing instrument and acknowledged the execution thereof to be their voluntary act and deed as such officers and the voluntary act and deed of said corporation by authority of its Board of Directors and that the corporate seal of the said corporation was thereto affixed by its authority.

In witness whereof I hereunto set my hand and notarial seal at Blair, Nebraska in said county the day and year last above written.

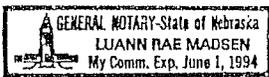


*John E. Samson*  
Notary Public

STATE OF NEBRASKA )  
                                  ) :ss:  
COUNTY OF WASHINGTON )

On this 26 day of April, 1994, before me, the undersigned Notary Public in and for said county, personally came Jon Pounds and Kathleen Pounds, husband and wife, to me personally known to be the identical persons whose names are affixed to the foregoing instrument and acknowledged the execution thereof to be their voluntary act and deed.

In witness whereof I hereunto set my hand and notarial seal at Blair, Nebraska in said county the day and year last above written.



*Luann Rae Madsen*  
Notary Public