

BOOK 870 PAGE 628

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LOUIS A. SEMINARA, TRUSTEE : GEORGE J. SIEGMUND
TO : AMENDMENT TO PROTECTIVE COVENANTS AND RESTRICTIONS
WHOM IT MAY CONCERN : COVENANTS AND RESTRICTIONS

LOUIS A. SEMINARA, TRUSTEE, under Paragraph 23 of the Protective Covenants and Restrictions dated August 15, 1978, recorded at Book 604, Page 88, Miscellaneous Records, Register of Deeds, Douglas County, Nebraska, pertaining to all of Lots 1 thorough 263, inclusive, in Rose Garden Estates, a Subdivision in Douglas County, Nebraska, does hereby state, publish and declare that all of said lots are and shall be owned and held under and subject to the following amendment to the Covenants, Conditions and Restrictions above described as follows:

870-630 86-2572 146 SC
PG 78-630 86-2572 KP DEL VK MC.

I.

OF MISC. COMP X F/B M1-34090

Paragraph 5 of said Covenants is hereby amended to read 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 therefore and a plot plan showing location and elevations of such structure have been submitted to ROSE GARDEN ESTATES, A LIMITED PARTNERSHIP, or any other person or entity designated by it, and shall have received the prior written approval of said ROSE GARDEN ESTATES, A LIMITED PARTNERSHIP, 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, A LIMITED PARTNERSHIP, 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, A LIMITED PARTNERSHIP, to approve or disapprove such plans, specifications, and plot plan for any reason whatsoever, within thirty (30) days after submission thereof to it shall operate to release such lot from the provisions of this Paragraph."

II.

Paragraph 9 of said Covenants shall read as follows:

"9) Foundation walls shall be constructed of brick, concrete block or poured concrete. If constructed of concrete block or poured concrete, such walls shall be

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faced or veneered on all front elevations and side elevations which face a street with brick, stone, or any other product approved by ROSE GARDEN ESTATE, A LIMITED PARTNERSHIP. No concrete blocks shall be exposed on exterior fireplaces. All chimneys shall be faced or veneered with brick, stone, wood, or any other product approved by ROSE GARDEN ESTATES, A LIMITED PARTNERSHIP.

III.

Paragraph 12 of said Covenants shall read as follows:

"12) No filling materials shall be brought in and used on any lot, except unmixed earth, stone, gravel or sand. Earth removed from building lots must be utilized within the subdivision at the discretion of ROSE GARDEN ESTATES, A LIMITED PARTNERSHIP."

IV.

Paragraph 17 of said Covenants shall read as follows:

"17) Any grade change exceeding eighteen inches (18") must have the approval of ROSE GARDEN ESTATES, A LIMITED PARTNERSHIP."

V.

Paragraph 18 of said Covenants shall read as follows:

"18) With the prior approval of ROSE GARDEN ESTATES, A LIMITED PARTNERSHIP, any owner of a lot may initiate requests to the appropriate governmental agency in order to secure a release from the established zoning requirements. However, ROSE GARDEN ESTATES, A LIMITED PARTNERSHIP, shall not have the right to approve a request for rezoning of any lot in this area."

VI.

Paragraph 23 of said Covenants shall read as follows:

"ROSE GARDEN ESTATES, A LIMITED PARTNERSHIP reserves and shall have the exclusive right to modify or waive these covenants in whole or in part as to any lot or lots in cases where, in its discretion, it deems such modification or waiver to be necessary or advisable because of special circumstances or to prevent hardship, or for any other reason considered sufficient by it."

VII.

Paragraph 24 of said Covenants shall read as follows:

"24) All rights, powers and privileges herein reserved or vested in ROSE GARDEN ESTATES, A LIMITED PARTNERSHIP, shall in all respects inure and apply to all persons or entities designated by it, or to its respective successors and assigns, so long as such rights, powers and privileges are specifically assigned by it.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand and seal this 7 day of November, 1988.

Louis A. Seminara

STATE OF NEBRASKA)
: ss.
COUNTY OF DOUGLAS)

BE IT KNOWN that on this 7 day of November, 1988, before me, a Notary Public in and for said County and State, personally appeared the above named LOUIS A. SEMINARA, TRUSTEE, to me known to be the identical person described in and who executed the foregoing instrument, and he acknowledged the execution thereof to be his voluntary act and deed.

Jacki L Dyer
Notary Public

