

80-5204 10.25

BOOK 538 PAGE 69

AMENDMENT TO

PROTECTIVE COVENANTS AND RESTRICTIONS  
FOR  
SHANNON HILLS, A SUBDIVISION IN  
DOUGLAS COUNTY, NEBRASKA

WHEREAS, Protective Covenants and Restrictions were filed for Shannon Hills, a Subdivision in Douglas County, Nebraska, in the Register of Deeds Office of Douglas County, Nebraska, on August 23, 1972, and are shown at Book 513, Page 443, of the Miscellaneous Records of said office.

WHEREAS, the undersigned, being all of the present owners of lots in said Subdivision, wish to amend said Protective Covenants and Restrictions.

NOW, THEREFORE, Paragraph XV of said Protective Covenants and Restrictions; which reads as follows:

An easement is hereby reserved for horseback riding and snowmobiling on a 30 foot strip of land at the rear boundary line of each lot, as shown on the recorded Plat, for the use and benefit of the owners or occupants of all of said Lots together with their respective invitees. No fences or other structures shall be placed, permitted or maintained within the area of such easement.  
Shall be and is deleted in its' entirety.

IN WITNESS WHEREOF, the undersigned persons have affixed their

signatures on dates hereinafter shown.

<u>NAMES</u>	<u>LOTS OWNED</u>	<u>DATES</u>
Wanda L. Dyas	1	5-6-74
Marilyn L. Dyas	1	5-6-74
Lynn R. Paus	17	5-6-74
Bethy L. Precava	17	5-6-74
John H. Kuntzeler	13	5-6-74
Lillian H. Kuntzeler	13	5-10-74
Zur Purdy by Robert Purdy	3, 2, 4, 5, 6, 7, 8, 9, 10, 11, 12, 14	5-6-74
Joseph C. Daniel (1 lot)	16	5-14-74
Marie H. Hassellbach	16	5/14/74
LAW OFFICES OF GARVEY, NYE, CRAWFORD, KIRCHNER & MOYLAN WIGGINS TOWER OMAHA, NEBR. 68102		
Johanson, Berg, Jost Jeg, Richard Johanson	15	6/13/74

STATE OF NEBRASKA )  
) ss.  
COUNTY OF DOUGLAS )

On this 14 day of May, 1974, before me the undersigned, a Notary Public in and for the State of Nebraska and County of Douglas, personally came Henry D. Parker, Jr., President, Lynn L. Parker, Betty L. Parker, Lee H. Ventresca, Lillian Ventresca, Lynn Parker, Shirley Robert Brudre, President known to be the identical persons whose names are subscribed to the foregoing instrument, and acknowledged the execution thereof to be their voluntary act and deed.

WITNESS my hand and Notarial Seal the day and year last above written.

Lewis A. Schmedel  
NOTARY PUBLIC

STATE OF NEBRASKA )  
) ss.  
COUNTY OF DOUGLAS )

On this 13 day of May, 1974, before me the undersigned, a Notary Public in and for the State of Nebraska and County of Douglas, personally came John and Brian Inc. by Brian (Dolan),

known to be the identical persons whose names are subscribed to the foregoing instrument, and acknowledged the execution thereof to be their voluntary act and deed.

WITNESS my hand and Notarial Seal the day and year last above written.

Lewis A. Schmedel  
NOTARY PUBLIC

10-25  
ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OF DOUGLAS COUNTY, NEBRASKA  
10-25  
M. C. HAROLD ESTLER, REGISTER OF DEEDS  
10-25  
19  
DATE OF RECORD

STATE OF NEBRASKA )  
COUNTY OF DOUGLAS ) ss

On this 14 day of May, 1974, before me the undersigned, a Notary Public in and for the State of Nebraska and the County of Douglas, personally came Joseph P. Hasselbalch and Nanette Hasselbalch, known to be the identical persons whose names are subscribed to the foregoing instrument, and acknowledged the execution thereof to be their voluntary act and deed.

WITNESS my hand and Notarial Seal the day and year last above written.

Lewis A. Schmedel  
NOTARY PUBLIC

LAW OFFICES OF  
GARVEY, NYE, CRAWFORD, KIRCHNER & MOYLAN  
WOODMEN TOWER  
OMAHA, NEBR. 68102

## AFFIDAVIT

STATE OF NEBRASKA )  
ss,  
COUNTY OF DOUGLAS )

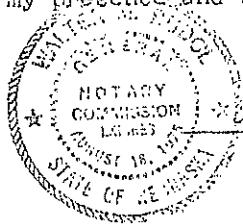
I, NOVA MARIE SENTEIC, being first duly sworn upon my oath  
say, that I am the same party, who with my husband conveyed

Lot Fourteen (14), Block Six (6), in Hurt's  
Addition to the City of Omaha, Douglas County,  
Nebraska,

to Julius J. Marreel and other by Quit Claim Deed dated April 7, 1973,  
recorded April 12, 1973, in Book 1477, at Page 443; that I am the  
same party as Nova M. Lassek who secured a Decree of Divorce from  
Valentine Lassek on May 24, 1972, in proceedings found at Doc. 644,  
at Page 326, of the records of the Clerk of the District Court of  
Douglas County, Nebraska; that the said Valentine Lassek and myself  
were contract purchasers of said property at the time said divorce  
was granted.

*Nova Marie Senteic*

SUBSCRIBED in my presence and sworn to before me this 14 day of  
June, 1974.



*Walter S. Rudel*  
Notary Public.

20  
ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA  
18 DAY OF JUNE 1974  
325  
14 2:09 P.M. G. HAROLD OSTLER, REGISTER OF DEEDS

80 - 5207

BOOK 513 PAGE 443

SHANNON HILLS

Protective Covenants and Easements

The undersigned, TYRO PARKS, INCORPORATED, a Nebraska corporation, being the owner of Lots One (1) through Seventeen (17), both inclusive, in Shannon Hills, a subdivision of part of the south Half of the Southwest Quarter (S $\frac{1}{4}$  SW $\frac{1}{4}$ ) of Section Eight (8) in Township Sixteen (16) North, Range Eleven (11) east of the Sixth (6th) Principal Meridian, in Douglas County, Nebraska, does hereby state, declare and publish that all of said Lots are and shall be owned, conveyed and held under and subject to the following covenants, conditions, restrictions and easements; namely:

I.

All of said Lots shall be known, described, conveyed and used as residential lots. No structure shall be erected, altered, placed or permitted to remain on any parcel other than one single-family dwelling, not to exceed two and one-half stories or thirty-five (35) feet in height, together with a private garage or carport and such other lawful outbuildings or accessory buildings as shall be incidental to the use of the dwelling.

II.

No trailer, trailer home, mobile home, modular home, tent, garage, barn or other outbuilding placed or erected on any Lot shall at any time be used as a dwelling; nor shall any structure of a temporary character be used as a dwelling.

III.

The main floor of all dwellings shall contain the following minimum square foot area (exclusive of garages, carports, breezeways and porches):

- (a) 1200 square feet for one-story dwellings
- (b) 900 square feet for dwellings of more than one story

IV.

Dwellings constructed in another Subdivision or in a location in this Subdivision shall not be moved to another location in this Subdivision.

Each dwelling building site shall contain not less than two (2) acres and have a width of at least seventy-five (75) feet at the front building setback line.

VI.

If two or more platted lots are divided into parcels, the boundary lines of any parcel shall be considered as lot lines for the purposes of other applicable provisions of these Protective Covenants.

VII.

Each dwelling shall be set back not less than fifty (50) feet from the front lot line; and on corner lots, irrespective of which way the dwelling faces, the dwelling shall comply with such setback requirement from both street or road lines.

VIII.

No building shall be erected nearer than twenty-five (25) feet from any interior side lot line or any side street or road line, nor thirty-five (35) feet from any rear yard line.

IX.

No garden or field crops shall be grown upon that portion of any Lot nearer to the street or road than provided for minimum building setback lines; and no trees, shrubs, hedges or other plants shall be maintained or permitted in such proximity to any lot line as will interfere with the use and maintenance of any street, or walk or the unobstructed view at street or road intersections sufficient for the safety of pedestrians and vehicles.

X.

All dwellings shall be completed within one year of start of construction, and the yard area shall be brought to proper grade and sodded or seeded.

XI.

No noxious or offensive activity shall be conducted or permitted on any Lot, nor shall anything be done or suffered thereon which may be or become an annoyance or nuisance.

XII.

Animals shall not be bred, raised or kept for commercial purposes, nor housed closer than thirty-five (35) feet from any lot line, nor bred, raised or kept in such a way to constitute a nuisance. No swine, sheep or fowl shall be permitted in the Subdivision. No more than one animal per acre shall be permitted.

XIII.

Each owner or occupant of any Lot shall keep and maintain such lot in a clean, neat and sightly condition. No storage of junk vehicles or unused materials shall be permitted on any Lot. The undersigned and its successors or assigns may abate any violation of this covenant by such action as it or they may deem to be appropriate.

XIV.

No fence more than four (4) feet high shall be erected within or adjoining any residential front or side yard of any Lot, and all such fences shall be of open construction.

XV.

An easement is hereby reserved for horseback riding and snowmobiling across a 10 foot strip of land, contiguous to the side boundary line of each lot, and a 20 feet strip of land at the rear boundary line of each lot, as shown on the recorded Plat for the use and benefit of the owners or occupants of all of said Lots together with their respective invitees. No fences or other structures shall be placed, permitted or maintained within the area of any such easement.

XVI.

An easement is hereby reserved for the construction, maintenance, operation, repair and removal of underground sewer, water, gas, telephone and electrical lines over, upon or under a five foot area outside of but contiguous to the area covered by the easement granted in Paragraph XV. of these Covenants provided that such area may be used for purposes which do not interfere with the rights and uses granted herein.

XVII.

Until such time as the County of Douglas or other governmental agency shall accept the obligation and cost of maintaining the dedicated streets or roads within the Plat, the owners and occupants of Lots Twelve (12) through Seventeen (17), inclusive, shall equally share the expense of maintaining 188th Street; and the owners and occupants of Lots Four (4) through Eleven (11), inclusive, shall equally share the expense of maintaining 190th Street.

XVIII.

Whenever the undersigned or its successors or assigns incur any expense in the enforcement of any provision of this instrument, it or they, respectively, shall have a Lien against the Lot or Lots affected thereby from the line of filing an account in writing thereof in the Office of the Register of Deeds of the County in like manner as a mechanic's or materialmen's lien as provided by law.

XIX.

In addition to the provisions of this instrument, each owner and occupant of any of said Lots shall observe and obey all valid provisions of the Douglas County Zoning Regulation and of all other ordinances, laws and regulations applicable thereto; except as in this instrument otherwise provided.

XX.

The covenants, conditions and restrictions set forth in this instrument may be amended, in whole or in part, at any time by written agreement among the then owners of a majority in number of said Lots executed and recorded in the manner provided by law; and such covenants, conditions and restrictions as thus set forth or amended shall run with the land and shall be binding upon all persons for a period of twenty (20) years from the date hereof, at the expiration of which time they shall be automatically extended for successive periods of ten (10) years. Provided, however, this Paragraph shall not apply to Utilities Easement shown in Paragraph XVI hereof.

XXI.

If any person shall violate or attempt to violate any of the provisions of this instrument, any other person or persons owning or

occupying any of the property in this Subdivision shall have the right to commence or prosecute any proper proceedings at law or in equity, against the person or persons violating or attempting to violate any such provision, either to enjoin him or them from so doing or to recover damages for such violation. Nothing contained in this instrument shall in any wise be construed as imposing any liability or obligation for its enforcement upon the undersigned or its successors or assigns.

## XXII.

Each of the provisions of this instrument is several and separable. Invalidation of any such provision or provisions by a judgment, decree or order of any court or otherwise, shall in no wise affect the validity of any of the other provisions.

## XXIII.

Each and every provision of this instrument shall bind and inure to the benefit of the undersigned, its successors, assigns and grantees and their respective heirs, devisees, representatives, successors, assigns and grantees; and shall run with the land for the benefit of and imposed upon subsequent owners, occupants and lienors or each of the Lots above described.

IN WITNESS WHEREOF, said TYRO PARKS, INCORPORATED, has caused these presents to be executed by its officer thereunto duly authorized and its corporate seal to be hereto affixed this 1 day of Aug,  
1972.

TYRO PARKS, INCORPORATED

By Robert Bruhn  
Title: Office

STATE OF NEBRASKA )  
) ss.  
COUNTY OF DOUGLAS )

On this 23 day of August, 1972, before me, the undersigned, a Notary Public, duly commissioned and qualified for said county, personally came ROBERT BRUHN to me known to be the identical person whose name is subscribed to the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed.

Witness my hand and notarial seal the day and year last above written.

Notary Public

19.25

26  
ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA  
23 DAY OF August 1972 AT 1:00 P.M. C. HAROLD OSTLER, REGISTER OF DEEDS

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