

BOOK 657 PAGE 585

DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR TURTLE CREEK
LOTS 234 THROUGH 359 INCLUSIVE

THIS DECLARATION, made on the date hereinafter set forth by TURTLE CREEK JOINT VENTURE, a Joint Venture organized under and subject to the Uniform Partnership Act of Nebraska, composed of Rickurt Company, a Nebraska Corporation, and Turtle Creek, Inc., a Nebraska Corporation, hereinafter referred to as the "Declarant",

WITNESSETH:

WHEREAS, The Declarant is the Owner of the following described real property:

Lots 234 through 359, inclusive, in Turtle Creek
a Subdivision, as surveyed, platted and recorded
in Douglas County, Nebraska, and

WHEREAS, the Declarant will convey said lots, subject to certain protective covenants, conditions, restrictions, reservations, liens, and charges as hereinafter set forth,

NOW, THEREFORE, the Declarant hereby declares that all of the lots described above shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and

attractiveness of said lots. These easements, covenants, restrictions, and conditions, shall run with said real property, and shall be binding upon all parties having or acquiring any right, title or interest in the above described lots, or any part thereof, and they shall inure to the benefit of each owner thereof.

PART A. RESTRICTIONS FOR THE SINGLE-FAMILY RESIDENTIAL AREA

A-1. No building shall be created, altered, placed, or permitted to remain on any lot other than one detached single-family dwelling, not to exceed two stories in height, nor containing finished living areas, exclusive of porches, breezeways, carports, and garages of less than the following: A one-story dwelling house constructed on any of said residential lots shall have a ground floor area of not less than 1,050 square feet. A one and one-half story dwelling house or two story dwelling house shall have a ground floor area of not less than 1,000 square feet. Dwelling houses constructed on a split entry ranch plan or split level plan shall have not less than 1,050 square feet on the main living floor level. That said areas are exclusive of porches or attached garages. Each house shall have a garage for not less than two automobiles.

A-2 No lot shall be used except for residential purposes.

A-3 No noxious or offensive activity shall be carried on upon lot, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood.

A-4 No structure of a temporary character, trailer, basement, tent, shack, barn or other outbuilding shall be erected upon, or used, on

A-5 Dwellings shall not be moved from outside of Turtle Creek to any lot.

A-6 No unused building material, junk or rubbish shall be left exposed on any lot. No repair of automobiles will be permitted outside of garages or on any lot at any time.

A-7 No boat, camping trailer, auto-drawn trailer of any kind, mobile home, truck, motorcycle, grading or excavating equipment or other heavy machinery or equipment, vehicle undergoing repair, van or aircraft shall be stored outside the garage or in any manner left exposed on any lot at any time.

A-8 Except for the purpose of controlling erosion on vacant lots, no field crops shall be grown upon any lot at any time.

A-9 No incinerator or trash burner shall be permitted on any lot unless the same is incorporated into the dwelling and not exposed to view from the outside of the dwelling. No garbage or trash can or container or fuel tank or antenna shall be permitted to remain outside of any dwelling unless completely screened from view from every street and from all other lots in the subdivision. No garden, lawn or maintenance equipment of any kind whatsoever shall be stored or permitted to remain outside of any dwelling except when in actual use unless completely screened from view from every street and from all other lots in the subdivision. No garage door shall be permitted to remain open except when entry to and exit from the garage are required. No clothes line shall be permitted outside of any dwelling at any time except one umbrella-type clothes line per lot. Any exterior air-conditioning condenser unit shall be placed in the rear or

side yard.

BOOK 657 PAGE 588

A-10 No animals, livestock, fowl or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats, or other household pets maintained within the dwelling may be kept, provided they are not kept, bred or maintained for any commercial purpose. It is intended specifically to prohibit horses, ponies or other animals sheltered outside the main dwelling.

A-11 No out building shall be erected, altered, placed or permitted to remain on any lot, unless construction plans and specifications and the location of the proposed structure have been first approved in writing by Declarant, or any person, firm, corporation, partnership, or entity designated in writing by the Declarant, as stipulated hereinafter.

A-12 No sign, billboard or other structure for advertising or the display of advertising material of any kind shall be erected, altered, placed or permitted to remain on any lot except that real estate for-sale or for-rent signs shall be permitted temporarily in the yards of dwellings which are being offered for sale or rent.

A-13 Exposed portions of the foundation on the front of each dwelling are to be covered with either siding or brick and exposed portions of the foundation on the sides and rear of each dwelling shall be either covered with brick or siding or shall be painted.

A-14 A dwelling on which construction has begun must be completed within one (1) year from date the foundation was dug for said dwelling.

A-15 Public sidewalks shall be constructed of concrete four feet

wide by four inches thick in front of each built-upon lot and along the street side of each built-upon corner lot. The sidewalks shall be placed five feet back of the street curb line and shall be constructed by the then owner of the lot prior to time of completion of the main structure and before occupancy or use thereof; provided, however, this provision shall be varied to the extent required to comply with any subsequent requirements of the City of Omaha.

A-16 No building, fence, wall, driveway, patio, patio enclosure, rock garden, swimming pool, dog house, tree house, flag pole, or other external improvement above or below the surface of the ground shall be erected, placed, altered, or permitted to remain on any building plot, nor shall any grading, excavation or tree removal be commenced, until the construction plans and specifications, a site grading plan and a plot plan showing the location of the structure or improvement have been approved in writing by Declarant, or any person, firm, corporation, partnership or entity designated in writing by the Declarant, which shall consider such plans and specifications with regard to type, quality and use of exterior materials, exterior design, location of improvements upon the building plot, and proposed finished grades; provided that Declarant and its designee specifically reserve the right to deny permission to construct any type of structure or improvement which it determines will not conform to the master plan for development of the subdivision. The approval or disapproval of the undersigned Declarant, or its designee as required in these covenants shall be in writing. Failure of Declarant or its designee to give either written approval or disapproval of a submitted plan within thirty (30) days after submission of said plan by mailing such written approval or disapproval to the last known address of the designee shall constitute approval of the plan.

approval as shown on the submitted plan shall operate to release such building plot from the provisions of this paragraph.

PART B. EASEMENTS AND LICENSES

B-1 A perpetual license and easement is hereby reserved in favor of and granted to the Northwestern Bell Telephone Company and to Omaha Public Power District, their successors, and assign, to erect and operate, maintain, repair, and renew cables, conduits, and other instrumentalities and to extend wires for the carrying and transmission of electric current for light, heat and power and for all telephone and telegraph and message service under a eight foot strip of land adjoining the rear a five foot strip of land adjoining the side boundary lines of said lots, and license being granted for the use and benefit of all present and future owners of said lots; provided, however, that said lot line easement is granted upon the specific condition that if both said utility companies fail to construct wires or conduits along any of the said lot lines within 36 months of the date hereof, or if any wires or conduits are constructed but hereafter removed without replacement within 60 days after their removal, then this side lot line easement shall automatically terminate and become void as to such unused or abandoned easementways. No permanent buildings shall be placed in perpetual easementway, but the same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the aforesaid uses or rights herein granted.

B-2 All telephone and electric power service lines from property line to dwelling shall be underground.

PAGE
C-1
hereinb
posed, l
eve of t
C-
herein
all re
hereina
prevent
dues fo
enforce
deemed
C-
with an
this De
Declara
designa
its ful
date he
signed
covered
C-
court o
shall r

PART C. GENERAL PROVISIONS

C-1 For the purposes of these restrictions, two-story height as hereinbefore mentioned in Part A-1 shall, when the basement wall is exposed, be measured from the basement ceiling on the exposed side(s) to the eve of the structure on the same side(s).

C-2 The Declarant or its assigns or any owner of a lot named herein shall have the right to enforce by proceeding at law or in equity, all restrictions, conditions, covenants, and reservations, now or hereinafter imposed by the provisions of this Declaration, either to prevent or restrain any violation of same, or to recover damages or other dues for such violation. Failure by the Declarant or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

C-3 The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty-five (25) years from the date this Declaration is recorded. This Declaration may be amended by the Declarant, or any person, firm corporation, partnership, or entity designated in writing by the Declarant, in any manner it shall determine in its full and absolute discretion for a period of five (5) years from the date hereof. Thereafter this Declaration may be amended by an instrument signed by the owners of not less than ninety percent (90%) of the lots covered by this Declaration.

C-4 Invalidity of any one of these covenants by judgement or court order shall in no way effect any of the other provisions hereof which shall remain in full force and effect.

Turtle Creek Homeowners Association
c/o Rod Halstead
6719 S. 93rd St Omaha NE 68127

BOOK 1095 PAGE 250

AMENDMENT
OF DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR TURTLE CREEK
LOTS 234 through 359, INCLUSIVE

This Amendment, effective on the date hereinafter set forth by at least ninety percent (90%) of the owners of Lots 234 through 359, inclusive, in Turtle Creek (the "Owners").

WITNESSETH:

WHEREAS, the undersigned Owners of the following described real property:

the Lots 234 through 359, inclusive, in Turtle Creek a Subdivision, as surveyed, platted and recorded in Douglas County, Nebraska,

(collectively referred to as "the Lots" and individually as "Lot") desire to amend the Declaration of Covenants, Conditions and Restrictions for Turtle Creek Lots 234 through 359, inclusive, as recorded in the office of the Douglas County Register of Deeds in the Miscellaneous Records at Book 657 Pages 585-592 ("Restrictive Covenants") in accordance with the provisions of the Restrictive Covenants.

NOW, THEREFORE, the Owners hereby amend the Restrictive Covenants as set forth below and declare that each and all of the Lots described above shall be held, sold, and conveyed subject to this Amendment which is for the purpose of enhancing and protecting the value, desirability and attractiveness of said Lots. This amendment shall run with said real property, and shall be binding upon all parties having or acquiring any right, title or interest in the above described Lots, or any part thereof, and they shall inure to the benefit of each owner thereof.

AMENDMENT

Paragraph A-16 of the current Restrictive Covenants ("Old Restrictive Covenants") is hereby deleted from the Restrictive Covenants.

The following paragraph shall hereafter be Paragraph A-16 of the new Restrictive Covenants ("Amended Restrictive Covenants"):

No building, outbuilding, fence, wall, driveway, patio, patio enclosure, rock garden, swimming pool, doghouse, tree house, flag pole, fence, antenna, satellite receiving stations or "disc", solar heating or cooling device, toolshed, windmill or other external improvement above or below the surface of the ground ("Improvement") shall be erected, placed, altered, or permitted to remain on any building plot, nor shall any grading, excavation, or tree removal be commenced, until the construction plans and specifications, a site grading plan and a plot plan showing the location of the structure or improvement and a landscaping plan have been approved in writing by The Turtle Creek Homeowner's Association Covenant's Committee (the "Committee") or its successor, as follows:

A. An owner desiring to erect an Improvement shall deliver two sets of construction plans, landscaping plans and plot plans to the committee (collectively referred to as "plans"). Such plans shall include a description type, quality, color and use of materials proposed for the exterior of such Improvement. Concurrent with submission of the plans, Owner shall notify the Committee of the Owner's mailing address.

B. The Committee shall review such plans in relation to the type and exterior of improvements constructed, or approved for construction, on neighboring Lots, and in the surrounding area and any general scheme or plan within Turtle Creek. In this regard, the Owners intend that the Lots shall constitute a residential community with homes made of high quality materials. The decision to approve or refuse approval of a proposed Improvement shall be exercised by the Committee to promote development of the Lots and to protect the values, character and residential quality of all Lots. If the Committee determines that the proposed Improvement will not protect and enhance the integrity and character of all Lots and neighboring Lots as a quality residential community, the Committee may refuse approval of the proposed Improvement.

C. Written Notice of any refusal to approve a proposed Improvement shall be mailed to the owner at the address specified by the owner upon submission of the plans. Such notice shall be mailed, if at all, within thirty (30) days after the date of submission of the plans. If notice of refusal is not mailed within such period, the proposed Improvement shall be deemed approved by the Committee.

D. No Lot owner, or combination of Lot owners, or other person or persons shall have any right to any action by the Committee, or to control, direct, or influence the acts of the Committee with respect to any proposed Improvement. No responsibility, liability or obligation shall be assumed by or imposed upon the Committee by virtue of the authority granted to the Committee in this Section, or as a result of any act or failure to act by the Committee with respect to any proposed Improvement.

In all other respects the Amended Restrictive Covenants shall remain the same as the Old Restrictive Covenants.

This Amendment shall be effective upon execution by the Owners and when filed with the Douglas County Register of Deeds. This Amendment shall be executed in one or more counterparts which need not be signed by each Owner so long as each Owner signs a counterpart, whereupon all counterparts together shall be deemed to constitute one in the same instrument and this Amendment shall become binding and enforceable.

IN WITNESS WHEREOF, the Owners have caused this Amendment to Paragraph A-16 to be executed.

Owner, Lot # 234

Sue Korgie
Thomas & Sue Korgie
9218 Monroe Street
Omaha, NE 68127

Owner, Lot # 235

Brenda Rotella
Albert & Brenda Rotella
9224 Monroe Street
Omaha, NE 68127

Owner, Lot # 236

Dan & Pauline Wilcox
Dan & Pauline Wilcox
9306 Monroe Street
Omaha, NE 68127

Owner, Lot # 237

Mark & Lori Abboud
Mark & Lori Abboud
9312 Monroe Street
Omaha, NE 68127

Owner, Lot # 238

Charles & Rose Marie Fortina
Charles & Rose Marie Fortina
9316 Monroe Street
Omaha, NE 68127

Owner, Lot # 239

Terry & Suzy Shannon
Terry & Suzy Shannon
9322 Monroe Street
Omaha, NE 68127

Owner, Lot # 240

Mr. & Mrs. Gary Kubat
Mr. & Mrs. Gary Kubat
9328 Monroe Street
Omaha, NE 68127

Owner, Lot # 241

Frank & Helen Ayers
Frank & Helen Ayers
9334 Monroe Street
Omaha, NE 68127

Owner, Lot # 242

Rodney & LaVonna Pigg
Rodney & LaVonna Pigg
9340 Monroe Street
Omaha, NE 68127

Owner, Lot # 243

Larry & Rose Mary Robb
Larry & Rose Mary Robb
9346 Monroe Street
Omaha, NE 68127

Owner, Lot # 244

Claude & Marylou Bell
Claude & Marylou Bell
9323 Adams Street
Omaha, NE 68127

Owner, Lot # 245

Susan Polivka
Susan Polivka
9317 Adams Street
Omaha, NE 68127

Owner, Lot # 246

Robert & Ronda Torczon
Robert & Ronda Torczon
6357 S. 94th Street
Omaha, NE 68127

Owner, Lot # 247

Eugene & Mary Ann Sliva
Eugene & Mary Ann Sliva
6347 S. 94th Street
Omaha, NE 68127

BOOK 1095 PAGE 252

IN WITNESS WHEREOF, the Owners have caused this Amendment to Paragraph A-16 to be executed.

BOOK 1095 PAGE 253

Owner, Lot # 248

Tom Kawa
Debra Kawa
6341 S. 94th Street
Omaha, NE 68127

Owner, Lot # 255

Steven & Carmen Campisi
Steven & Carmen Campisi
6324 S. 94th Street
Omaha, NE 68127

Owner, Lot # 249

Sue Maliszewski
John & Sue Maliszewski
6335 S. 94th Street
Omaha, NE 68127

Owner, Lot # 256

Donald W. Schuette
Donald & Ellen Schuette
6330 S. 94th Street
Omaha, NE 68127

Owner, Lot # 250

Helen M. Shramek
Carl & Helen Shramek
6329 S. 94th Street
Omaha, NE 68127

Owner, Lot # 257

Janet Anderson
Robert & Janet Anderson
6336 S. 94th Street
Omaha, NE 68127

Owner, Lot # 251

Linda Murphy
Mr. & Mrs. Robert Murphy
6323 S. 94th Street
Omaha, NE 68127

Owner, Lot # 258

Jill Packer
Jon & Jill Packer
6342 S. 94th Street
Omaha, NE 68127

Owner, Lot # 252

Ross & Madeline Stebbins
Ross & Madeline Stebbins
6317 S. 94th Street
Omaha, NE 68127

Owner, Lot # 259

Diane R. Johnson
Keith & Diane Johnson
6348 S. 94th Street
Omaha, NE 68127

Owner, Lot # 253

Mary Passmore
Douglas & Mary Passmore
6312 S. 94th Street
Omaha, NE 68127

Owner, Lot # 260

Jeffrey & Dee Hofer
Jeffrey & Dee Hofer
6354 S. 94th Street
Omaha, NE 68127

Owner, Lot # 254

Steven & Susan Pivovar
Steven & Susan Pivovar
6318 S. 94th Street
Omaha, NE 68127

Owner, Lot # 261

Michael & Mrs. Michael Sullivan
Mr. & Mrs. Michael Sullivan
6358 S. 94th Street
Omaha, NE 68127

9.14 N. A

IN WITNESS WHEREOF, the Owners have caused this Amendment to Paragraph A-16 to be executed.

Owner, Lot # 262

Robert & Darlene Wilken
Robert & Darlene Wilken
6362 S. 94th Street
Omaha, NE 68127

Owner, Lot # 263

Gregg Rueschhoff
~~Mr. & Mrs. William Morak~~
6385 S. 95th Street
Omaha, NE 68127
Gregg Rueschhoff
Owner, Lot # 264

Paula Katusin
George & Paula Katusin
6379 S. 95th Street
Omaha, NE 68127

Owner, Lot # 265

Barbara Hockert
Barbara Hockert
6369 S. 95th Street
Omaha, NE 68127

Owner, Lot # 266

Gail Hamm
Mr. & Mrs. Gail Hamm
6365 S. 95th Street
Omaha, NE 68127

Owner, Lot # 267

Nelda Drost
Kenneth & Nelda Drost
6359 S. 95th Street
Omaha, NE 68127

Owner, Lot # 268

Krista M. Cox
Dr. & Mrs. Charles Cox
6353 S. 95th Street
Omaha, NE 68127

Owner, Lot # 269

David Wilson
Mr. & Mrs. David Wilson *Book 1095*
6347 S. 95th Street
Omaha, NE 68127

BOOK 1095 PAGE 254

Owner, Lot # 270

Nan Cotton
Kenneth & Nan Cotton
6341 S. 95th Street
Omaha, NE 68127

Owner, Lot # 271

Scott G. Keef
~~Nelva Demmer~~ *Scott G. Keef*
6335 S. 95th Street
Omaha, NE 68127

Owner, Lot # 272

Terry & Jeanine Miller
Terry & Jeanine Miller
6329 S. 95th Street
Omaha, NE 68127

Owner, Lot # 273

Michael & Cindy McLaughlin
Michael & Cindy McLaughlin
6323 S. 95th Street
Omaha, NE 68127

Owner, Lot # 274

Gladys Bathke
Dr. & Gladys Bathke
6317 S. 95th Street
Omaha, NE 68127

Owner, Lot # 275

Renie Yohn
~~Renie Yohn~~
6311 S. 95th Street
Omaha, NE 68127

IN WITNESS WHEREOF, the Owners have caused this Amendment to Paragraph A-16 to be executed.

BOOK 1095 PAGE 255

Owner, Lot # 276

Bruce & Wold
Mr. & Mrs. Bruce Wold
6312 S. 95th Street
Omaha, NE 68127

Owner, Lot # 277

Dan Zimmerman
Daniel & Cathy Zimmerman
6318 S. 95th Street
Omaha, NE 68127

Owner, Lot # 278

Josephine Piccolo
Anthony & Josephine Piccolo
6324 S. 95th Street
Omaha, NE 68127

Owner, Lot # 279

Stanley Bullard
Mr. & Mrs. Stanley Bullard
6330 S. 95th Street
Omaha, NE 68127

Owner, Lot # 280

Sheila Smith
Jeffrey & Sheila Smith
6336 S. 95th Street
Omaha, NE 68127

Owner, Lot # 281

Debbie Strack
Harry & Debbie Strack
6342 S. 95th Street
Omaha, NE 68127

Owner, Lot # 282

Dale & Jamie Zabrocki
Dale & Jamie Zabrocki
6348 S. 95th Street
Omaha, NE 68128

Owner, Lot # 283

Richard & Pearl Bojanski
Richard & Pearl Bojanski
6356 S. 95th Street
Omaha, NE 68127

Owner, Lot # 284

George Lorincz
Mr. & Mrs. George Lorincz
3305 S. 44th Avenue 6360 S. 95th
Omaha, NE 68105

Owner, Lot # 285

Judy Rowe
Ms. Judy Rowe
6364 S. 95th Street
Omaha, NE 68127

Owner, Lot # 286

Eugene & Mary Moneke
Eugene & Mary Moneke
6368 S. 95th Street
Omaha, NE 68127

Owner, Lot # 287

Ruth E Douglas
Leland Marquis & Ruth Douglas
6372 S. 95th Street
Omaha, NE 68127

Owner, Lot # 288

Jerome Paulsen
Jerome Paulsen
6376 S. 95th Street
Omaha, NE 68127

Owner, Lot # 289

Joseph & Mary Dingwerth
Joseph & Mary Dingwerth
6380 S. 95th Street
Omaha, NE 68127

IN WITNESS WHEREOF, the Owners have caused this Amendment to Paragraph A-16 to be executed.

BOOK 1095 PAGE 256

Owner, Lot # 290

Norman Neuerburg
Mr. & Mrs. Norman Neuerburg
6386 S. 95th Street
Omaha, NE 68127

Owner, Lot # 298

Jane Neppi
Orville & Jane Neppi
6436 S. 95th Street
Omaha, NE 68114

Owner, Lot # 291 & 292

Donald Kleine
Donald Kleine
9506 Adams Street
Omaha, NE 68127

Owner, Lot # 299

Victor & Rosetta Rasmussen
Victor & Rosetta Rasmussen
9343 Polk Street 90%
Omaha, NE 68127

Owner, Lot # 293

Douglas & Kris Barlow
Douglas & Kris Barlow
6406 S. 95th Street
Omaha, NE 68127

Owner, Lot # 300

Archie & Nettie Petrocchi
Archie & Nettie Petrocchi
9339 Polk Street
Omaha, NE 68127

Owner, Lot # 294

John & Melinda Bohrer
John & Melinda Bohrer
6412 S. 95th Street
Omaha, NE 68127

Owner, Lot # 301

William Novak
William Novak
9335 Polk Street
Omaha, NE 68127

Owner, Lot # 295

William & Nancy Ponca
William & Nancy Ponca
6418 S. 95th Street
Omaha, NE 68127

Owner, Lot # 302

Denny & Jan Lockmon
Denny & Jan Lockmon
9331 Polk Street
Omaha, NE 68127

Owner, Lot # 296

Richard & Vicki Keierleber
Richard & Vicki Keierleber
6424 S. 95th Street
Omaha, NE 68127

Owner, Lot # 303

Charles A. Graham
Mr. & Mrs. Charles Graham
~~7925 Woodriver Drive~~ 9327 Polk
Omaha, NE ~~68157~~ 68127

Owner, Lot # 297

Charles & Betty Pattavina
Charles & Betty Pattavina
6430 S. 95th Street
Omaha, NE 68127

Owner, Lot # 304

Michael & Pam Root
Michael & Pam Root
9321 Polk Street
Omaha, NE 68127

IN WITNESS WHEREOF, the Owners have caused this Amendment to Paragraph A-16 to be executed.

BOOK 1095 PAGE 257

Owner, Lot # 305

Frederick Puetz
Fredrick & Rose Puetz
9315 Polk Street
Omaha, NE 68127

Owner, Lot # 306

X Jerry & Elizabeth Powell
9309 Polk Street
Omaha, NE 68127

Owner, Lot # 307

Linda McGuire
E. Michael & Linda McGuire
9305 Polk Street
Omaha, NE 68127

Owner, Lot # 308

James Drawbaugh
James & Nancy Drawbaugh
6723 S. 93rd Street
Omaha, NE 68127

Owner, Lot # 309

Rodney Halstead
Rodney & Kimberly Halstead
6719 S. 93rd Street
Omaha, NE 68127

Owner, Lot # 310

William Dropinski
William & Gladis Dropinski
6711 S. 93rd Street
Omaha, NE 68127

Owner, Lot # 311

Eari & Evelyn Hinzie
Eari & Evelyn Hinzie
6705 S. 93rd Street
Omaha, NE 68127

Owner, Lot # 312

Kathie J. Menck
Ms. Kathie Menck
6627 S. 93rd Street
Omaha, NE 68127

Owner, Lot # 313

James & Alice Wichita
James & Alice Wichita
6621 S. 93rd Street
Omaha, NE 68127

Owner, Lot # 314

Ron Houser
Gary Kushinsky & Ron Houser
6615 S. 93rd Street
Omaha, NE 68127

Owner, Lot # 315

Jeff Monahan
Jeffrey & Barb Monahan
9217 Monroe Street
Omaha, NE 68127

Owner, Lot # 316

Joe Perina
Joe & Susan Perina
9211 Monroe Street
Omaha, NE 68127

Owner, Lot # 317

Joyce Frisella
Joyce Frisella
9305 Monroe Street
Omaha, NE 68127

Owner, Lot # 318

John Palinski
John & Linda Palinski
9311 Monroe Street
Omaha, NE 68127

413 N-1 A

IN WITNESS WHEREOF, the Owners have caused this Amendment to Paragraph A-16 to be executed.

Owner, Lot # 319

Joe F. DeLozier
Joe & Ryon DeLozier
9517 Monroe Street
Omaha, NE 68127

Owner, Lot # 326

Gary & Carol Jarvis
Gary & Carol Jarvis
9423 Adams Street
Omaha, NE 68127

BOOK 1095 PAGE 258

Owner, Lot # 320

Mr. & Mrs. Gregg Clark
Mr. & Mrs. Gregg Clark
9323 Monroe Street
Omaha, NE 68127

Owner, Lot # 327

Joseph & Jeanine Evans
Joseph & Jeanine Evans
9416 Drexel Street
Omaha, NE 68127

Owner, Lot # 321

Larry & Kim Shafar
Larry & Kim Shafar
9329 Monroe Street
Omaha, NE 68127

Owner, Lot # 328

Steven & Kristie Bastron
Steven & Kristie Bastron
9410 Drexel Street
Omaha, NE 68127

Owner, Lot # 322

Gregory & Kathy Bojanski
Gregory & Kathy Bojanski
9335 Monroe Street
Omaha, NE 68127

Owner, Lot # 329

Mr. & Mrs. William Zersen
Mr. & Mrs. William Zersen
9404 Drexel Street
Omaha, NE 68127

Owner, Lot # 323

Victor & Helen Steg
Victor & Helen Steg
9341 Monroe Street
Omaha, NE 68127

Owner, Lot # 330

Michael E. Ernesti
Michael Ernesti ERNESTI
9322 Drexel Street
Omaha, NE 68127

Owner, Lot # 324

John & Karen Ira
John & Karen Ira
9347 Monroe Street
Omaha, NE 68127

Owner, Lot # 331

Mr. & Mrs. Louis Dercole
Mr. & Mrs. Louis Dercole
9316 Drexel Street
Omaha, NE 68127

Owner, Lot # 325

Ronald & Rita Keiser
Ronald & Rita Keiser
9353 Monroe Street
Omaha, NE 68127

Owner, Lot # 332

George & Betty Winters
George & Betty Winters
9310 Drexel Street
Omaha, NE 68127

IN WITNESS WHEREOF, the Owners have caused this Amendment to Paragraph A-16 to be executed.

Owner, Lot # 333

Deane L. Young
Timothy & Diane Young
9304 Drexel Street
Omaha, NE 68127

Owner, Lot # 334

Michael & Barb Siedschlag
Michael & Barb Siedschlag
9305 Drexel Street
Omaha, NE 68127

Owner, Lot # 335

Mr. Daniel Polito
Daniel & Sue Polito
6712 S. 93rd Street
Omaha, NE 68127

Owner, Lot # 336

Steven & Paula Lathrop
Steven & Paula Lathrop
6718 S. 93rd Street
Omaha, NE 68127

Owner, Lot # 337

Charles & Lynn Gibbons
Charles & Lynn Gibbons
9308 Polk Street
Omaha, NE 68127

Owner, Lot # 338

Leo & Rose Peterson
Leo & Rose Peterson
9314 Polk Street
Omaha, NE 68127

Owner, Lot # 339

Robert & Carol Fritz
Robert & Carol Fritz
9322 Polk Street
Omaha, NE 68127

Owner, Lot # 340

Frank & Kathy Batko
Frank & Kathy Batko
9328 Polk Street
Omaha, NE 68127

Owner, Lot # 341

Kent & Lori Fehr
Kent & Lori Fehr
9338 Polk Street
Omaha, NE 68127

Owner, Lot # 342

Mr. & Mrs. Ernest Wiig
Mr. & Mrs. Ernest Wiig
6435 S. 95th Street
Omaha, NE 68127

Owner, Lot # 343

Kenneth & Jean Brady
Kenneth & Jean Brady
6427 S. 95th Street
Omaha, NE 68127

Owner, Lot # 344

William & Mary Zagozda
William & Mary Zagozda
6421 S. 95th Street
Omaha, NE 68127

Owner, Lot # 345

Darrell & Phyllis Karr
Darrell & Phyllis Karr
6415 S. 95th Street
Omaha, NE 68127

Owner, Lot # 346

Mrs. Curtis Passmore
Curtis & Vernetta Passmore
6411 S. 95th Street
Omaha, NE 68127

BOOK 1095 PAGE 259

4.13 N. 1 A

IN WITNESS WHEREOF, the Owners have caused this Amendment to Paragraph A-16 to be executed.

BOOK 1095 PAGE 260

Owner, Lot # 347

[Signature]
Mr. & Mrs. Victor Stannish
6405 S. 95th Street
Omaha, NE 68127

Owner, Lot # 354

[Signature]
Mr. & Mrs. B. Dale Kinney
6724 S. 94th Circle
Omaha, NE 68127

Owner, Lot # 348

[Signature]
Gregg & Janet Rueschhoff
9423 Drexel Street Charles Ahrens
Omaha, NE 68127

Owner, Lot # 355

[Signature]
Thomas & Muriel Kuhl
6723 S. 94th Circle
Omaha, NE 68127

Owner, Lot # 349

[Signature]
James Slattery
9417 Drexel Street
Omaha, NE 68127

Owner, Lot # 356

[Signature]
Mr. & Mrs. Roger Craver
6719 S. 94th Circle
Omaha, NE 68127

Owner, Lot # 350

[Signature]
Duane & Kathren Polonda
9411 Drexel Street
Omaha, NE 68127

Owner, Lot # 357

[Signature]
Mr. & Mrs. Charles Murphy
6715 S. 94th Circle
Omaha, NE 68127

Owner, Lot # 351

[Signature]
Roland & Shirley Huxtable
9405 Drexel Street
Omaha, NE 68127

Owner, Lot # 358

[Signature]
Judy Startzer
9321 Drexel Street
Omaha, NE 68127

Owner, Lot # 352

[Signature]
Mr. & Mrs. Bobbie Lee
6716 S. 94th Circle
Omaha, NE 68127

Owner, Lot # 359

[Signature]
David & Denise Muck
9315 Drexel Street
Omaha, NE 68127

Owner, Lot # 353

[Signature]
Robert & Sharon Stubbe
6722 S. 94th Circle
Omaha, NE 68127

RECEIVED
SEP 13 12 51 PM '93
DOUGLAS COUNTY, NE
REGISTERED DEEDS

CASH 26347 BK 1095 R 92-17 FB Da-39210
TYPE misc PG 250-260 t/o COMP VP SCAN 1
FEE 117.50 OF misc LFCY NO. 250 " " - FV 1

4.11 N. A 2