

**AMENDED DECLARATION**

KNOW ALL MEN BY THESE PRESENTS: That we, Record Realty Company, a Nebraska Corporation, Roy V. Fackler and Roma Jean Fackler, husband and wife; Marshall D. Becker and Virginia Becker, husband and wife; Sheldon J. Harris and Janice R. Harris, husband and wife; Otto G. Spethagen and Mary A. Spethagen, husband and wife; Warren E. Peterson and Virginia L. Peterson, husband and wife; and Donald E. Kroeger and Barbara H. Kroeger, husband and wife (owners), and First Federal Savings and Loan Association of Lincoln, a Nebraska Corporation, Commercial Savings and Loan Association, a Nebraska Corporation, and Max H. Speck and Esther C. Speck, husband and wife, (mortgagees), being respectively the sole owners and mortgage holders of the property described within the Surveyor's Certificate and embraced within this plat, have caused said land to be subdivided into lots and streets, to be numbered and named as shown; said Addition to be hereafter known as **WEST KEYSTONE PARK**, and we do hereby ratify and approve of the disposition of our property as shown on this plat; and we do hereby dedicate to the public, for public use, the streets and easements as shown on this plat. We do further grant a perpetual license in favor of and granted to the Omaha Public Power District and the Northwestern Bell Telephone Company, their successors and assigns, to erect and operate, maintain, repair and renew poles with the necessary supports, sustaining wires, cross-arms, guys and anchors, and other instrumentalities, and to extend thereon wires for the carrying and transmission of electric current for light, heat, and power, and for all telephone and telegraph and message service over, upon, or under a 5-foot strip of land adjoining the rear and side boundary lines of said lots (these easements apply only to land within said addition); said license being granted for the use and benefit of all present and future owners of lots in said Addition; PROVIDED, however, that said side lot line easement is granted upon the specific condition that if both said utility companies fail to construct poles and wires along any

of said side lot lines within 36 months of the date hereof; or, if any poles or wires 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 easement ways.

Ray V. Fackler  
Ray V. Fackler

Roma Jean Fackler  
Roma Jean Fackler

Marshall D. Becker  
Marshall D. Becker

Virginia Becker  
Virginia Becker

Sheldon J. Harris  
Sheldon J. Harris

Janice R. Harris  
Janice R. Harris

Max H. Speck  
Max H. Speck

Esther C. Speck  
Esther C. Speck

Orlo G. Spielhagen  
Orlo G. Spielhagen

Mary A. Spielhagen  
Mary A. Spielhagen

Warren E. Peterson  
Warren E. Peterson

Virginia L. Peterson  
Virginia L. Peterson

Donald E. Kroeger  
Donald E. Kroeger

Barbara H. Kroeger  
Barbara H. Kroeger



RECORD REALTY COMPANY  
By Donald E. Kroeger  
President



FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF LINCOLN  
By Glenys French  
President



COMMERCIAL SAVINGS AND LOAN ASSOCIATION  
By Samuel A. Kutilak  
President

STATE OF NEBRASKA )  
 ) SS.  
COUNTY OF DOUGLAS )

Before me, a notary public qualified for said county, personally came Ray V. Fackler and Roma Jean Fackler, husband and wife; Marshall D. Becker and Virginia Becker, husband and wife; Sheldon J. Harris and Janice R. Harris, husband and wife; Otto G. Spielhagen and Mary A. Spielhagen, husband and wife; Warren E. Peterson and Virginia L. Peterson, husband and wife; Donald E. Kroeger and Barbara H. Kroeger; and Max H. Speck and Esther C. Speck, husband and wife, known to me to be the identical persons who signed the foregoing instrument and acknowledged the execution thereof to be their voluntary act and deed.

Witness my hand and notarial seal on February 11



Herbert F. Spielhagen  
Notary Public  
Jan. 5, 1966

STATE OF NEBRASKA )  
 ) SS.  
COUNTY OF DOUGLAS )

Before me, a notary public qualified for said county, personally came Donald E. Kroeger President of RECORD REALTY COMPANY, a corporation, known to me to be the President and identical person who signed the foregoing instrument 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 its corporate seal was thereto affixed by its authority.

Witness my hand and notarial seal on February 6, 1964.



Herbert F. Spielhagen  
Notary Public

STATE OF NEBRASKA )  
LINCOLN ) SS.  
COUNTY OF DODGE )

Before me, a notary public qualified for said county, personally came Gladya Forerth President of FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF LINCOLN, a corporation, known to me to be the President and identical person who signed the foregoing instrument, and acknowledged the execution thereof to be <sup>her</sup> ~~his~~ voluntary act and deed as such officer and the voluntary act and deed of said corporation and that its corporate seal was thereto affixed by its authority.

Witness my hand and notarial seal on July 1, 1964.



Carl E. Fullerton  
Notary Public, State of Nebraska  
Commission Expires May 13, 1967

STATE OF NEBRASKA )  
COUNTY OF DOUGLAS ) SS.

Before me, a notary public qualified for said county, personally came EDWARD E. KUTILEK VICE President of COMMERCIAL SAVINGS AND LOAN ASSOCIATION, a corporation, known to me to be the <sup>VICE</sup> ~~President~~ and identical person who signed the foregoing instrument, 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 its corporate seal was thereto affixed by its authority.

Witness my hand and notarial seal on January 29th, 1964.



W. H. Hoagland  
Notary Public  
Commission Expires June 24, 1964

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PROTECTIVE COVENANTS, RESTRICTIONS AND EASEMENTS

RECORD REALTY COMPANY, a duly organized and existing Nebraska corporation, owner of Lots 1 through 76, all inclusive in West Keystone Park, a subdivision, as surveyed, platted and recorded, in Douglas County, Nebraska, hereby state, publish and declare that the lots described herein are and shall be conveyed and shall be owned, occupied and held under and subject to the covenants, restrictions and easements herein set forth.

1. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until December 31, 1985, at which time the said covenants shall be automatically extended for successive periods of 10 years unless by vote of a majority of the then owners of the lots, it is agreed to change said covenants in whole or in part.

If parties hereto, or any of them, or their heirs and assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any of the real property described herein to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and either prevent him or them from so doing or to recover damages or other dues for such violation; but this instrument shall in nowise be construed as placing any liability or obligation for its enforcement upon the undersigned.

Invalidation of any one of the covenants by judgment or court order shall in nowise effect any of the other provisions, which shall remain in full force and effect.

2. All the lots described herein shall be known and described as residential lots. No structure shall be erected on any building lot other than

3. The hereinafter set out lots shall be subject to the following minimum square foot requirements:

For Lots 2 to 11 inclusive the minimum number of square feet for a one-story residence shall be 1100; the minimum number of square feet on the main floor for a one and one-half story residence shall be 950; the minimum number of square feet on the main floor for a two-story residence shall be 800; and for a split level residence the outside dimensions shall be 1100 square feet.

For Lots 12 to 76 inclusive the minimum number of square feet for a one-story residence shall be 980; the minimum number of square feet on the main floor for a one and one-half story residence shall be 850; the minimum number of square feet on the main floor for a two-story residence shall be 800; and for a split level residence the outside dimensions shall be 980 square feet.

All requirements shown herein are exclusive of porches, garages or carports.

All residences constructed on Lots 2 to 76 inclusive shall have a minimum of a one-car garage or carport. Except as above written, use, height, area regulations, and set backs shall at all times conform to the existing Zone Ordinances of the City of Omaha.

4. Plans for the construction of a two-story residence shall be approved by developer prior to construction thereof.

5. No fences shall be erected forward of the front building set back.

6. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other out building, shall be erected upon or used on any lot any time as a residence, either temporarily or permanently.

7. No dwelling constructed outside West Keystone Park shall be moved onto any of the lots covered by these covenants.

8. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance

9. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purposes.

10. Owners of the lots herein described shall keep the weeds thereon cut or same may be cut by the Developer without notice to owner and Developer shall charge the cost thereof to the owners of the lots.

11. The owner of each lot shall be responsible for repairing all cuts made in the street adjoining his lot for installing or repairing water, gas, or sewer lines serving said lot and for damages done to the street by heavy equipment used in connection with said property.

12. Each owner at the time of improving any lots shall construct a public sidewalk built of concrete four inches thick and four feet in width and located five feet from the curb line. The sidewalk shall be along the front of each lot, and in the case of corner lots, also along the side street.

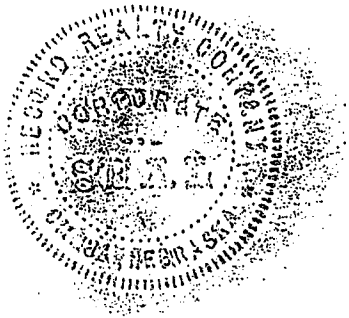
13. The right is hereby reserved to grant a license to Northwestern Bell Telephone Company and Omaha Public Power District, jointly or severally, their successors, lessees and assigns, to erect, operate, maintain, repair and renew underground conduits or poles with the necessary supports, sustaining wires, cross arms, guys and anchors, and other instrumentalities and to extend thereon wires for carrying and transmission of electric current for light, heat and power and for telephone, telegraph and message purposes along and over the rear five feet of said lots, five feet on each side of said lots, for the use and benefit of the owners and occupants of the properties in West Keystone Park. The said reservations and license shall include the right to excavate, trim, or remove trees, shrubs, vegetation or improvements thereon, if necessary.



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14. Nothing in these covenants shall restrict the construction and/or sales activities of the owners, or the erection by the owners of temporary buildings and signs on any of the lots described herein prior to the sale of such lot.

Dated at Omaha, Nebraska, this 29<sup>th</sup> day of July, 1963.



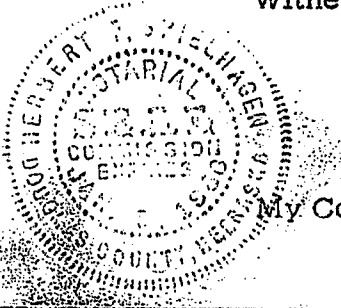
RECORD REALTY COMPANY, a Nebraska corporation

By [Signature]  
President

STATE OF NEBRASKA )  
  ) SS.  
COUNTY OF DOUGLAS )

Before me, a notary public qualified for said county, personally came Donald E. Kroeger, President of Record Realty Company, a corporation, known to me to be the President and identical person who signed the foregoing instrument, 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 its corporate seal was thereto affixed by its authority.

Witness my hand and notarial seal on July 29, 1963.



Herbert F. Seiberg  
Notary Public

My Commission Expires: Jan. 5, 1966

City of Omaha  
Home Office  
5-101