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## DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THESE DECLARATIONS, made on the date shown on the close of this instrument, by the party or parties hereto who are, at the close of this instrument, described as "Declarant",

W I T N E S S E T H:

WHEREAS, Declarant, whether one or more, is the owner of certain property in Douglas County, Nebraska, more particularly described as follows:

Lots 1 through 30, inclusive, of The Lindens, a Replat of Lot 123 Linden Park, a Subdivision located in Douglas County, Nebraska, as surveyed, platted and recorded,

WHEREAS, Declarant desires to make all of the above said property, subject to the covenants, conditions and restrictions hereinafter set forth,

NOW, THEREFORE, Declarant hereby declares that all of the property hereinabove described shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, all of said real property and shall be binding on all parties having any right, title or interest in said properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I  
DEFINITIONS

Section 1. "Association" shall mean and refer to The Lindens Townhome Owners Association, Inc., a Nebraska nonprofit corporation, its successors and assigns.

Section 2. "Owner" shall mean and refer to:

- (a) The record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the properties, but excluding those having such interest merely as security for the performance of an obligation or as an encumbrance upon the interest of the beneficial owner, and
- (b) The purchaser, whether one or more persons or entities, under a recorded contract for the sale and purchase of a Lot, under which the Seller retains title solely as security for the performance of the purchasers obligation under the contract.

Section 3. "Properties" shall mean and refer to:

Lots 1 through 30, inclusive, of The Lindens, a Replat of Lot 123 Linden Park, a Subdivision located in Douglas County, Nebraska, as surveyed, platted and recorded,

together with any such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Lot" shall mean and refer to any platted lot shown upon any recorded subdivision map of the properties or one of two parcels resulting from a lot split of a duplex zoned lot.

Section 5. "Improved Lot" shall mean and refer to any Lot included within the Properties, upon which shall be erected a dwelling, the construction of which shall be at least 80% completed, according to the plans and specifications for construction of said dwelling. All other Lots, which shall be vacant or upon which shall be erected a dwelling, the construction of which shall be less than 80% completed, according to the plans and specifications for construction of said dwelling, shall be defined as "Unimproved Lots".

Section 6. "Declarant" shall mean and refer to all persons and entities signing this instrument.

ARTICLE II  
PROPERTY RIGHTS

Section 1. The Association may suspend the voting rights of an Owner for any period during which any assessment against such Owner's Lot remains unpaid, and for any period not to exceed 60 days for any infraction by any such Owner, or members of such Owner's family, or guests or tenants of such Owner, of the published rules and regulations of the Association.

Section 2. Parking Rights. Ownership of any Lot shall entitle the Owner or Owners thereof to such parking rights as shall be available upon such Lot.

ARTICLE III  
MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot which is subject to assessment shall be a member of the Association. Each lot owner is empowered to enforce the covenants. Membership shall be appurtenant to and shall not be separated from ownership of any Lot which is subject to any assessment.

Section 2. In order to ensure that a quorum is present for all meetings of the members, and to allow for orderly management of

the Association's affairs, it shall be the duty of each member to attend such meetings or execute and deliver to the Association a continuing proxy prepared by the Association. This continuing proxy shall operate in lieu of the actual attendance at the meeting by the specific member and shall be void if the member personally attends that meeting to exercise the member's right to vote. A lot owner may provide a superseding proxy to be voted by his duly authorized attorney in fact for one specific meeting only. The proxy shall be subject to the terms of the Nebraska Nonprofit Corporation Act concerning revocability and life span of the proxy. Failure to attend personally or by proxy is a violation of this covenant.

The continuing proxy shall be voted by the President of the Association in his or her discretion at any meeting. It is noted that Nebraska law requires that members holding 1/10th of the votes entitled to be cast represented in person or by proxy shall constitute a quorum. The continuing proxy shall provide on its face that it is valid on a continuous basis for an indefinite period of time until revoked in writing by the specific lot owner. All proxies shall be in writing and filed with the Secretary of the Association. Each proxy shall be freely revocable and shall automatically cease when the member giving such proxy shall cease to be an owner of a lot or at such earlier time as shall be specified in the proxy or by operation of law.

Section 3. The Association shall have two classes of voting members, Class A Members and Class B Members, defined as follows:

CLASS A: Class A Members shall be all Owners, with the exception of the Declarant, Apollo Building Corp. Each Class A Member shall be entitled to one vote for each Lot owned. When there shall be more than one person or entity holding an interest in any Lot, all such persons or entities or both, shall be Members; provided however that the vote for such Lot shall be exercised as such persons or entities or both, shall determine, but in no event shall more than one vote be cast with respect to any one Lot.

CLASS B. Class B Members shall be Apollo Building Corp. which shall be entitled to three votes for each Lot owned and not under a current contract of sale or title transferred. The Class B membership shall terminate and be converted into Class A membership (with Apollo Building Corp. voting for each Lot owned by the Declarant) upon the occurrence of the first of the following dates:

- (a) The date on which the total votes outstanding in the Class A membership shall equal the total votes outstanding in the Class B membership, or
- (b) January 1, 1994.

ARTICLE IV  
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant hereby covenants for each improved Lot which has 100% of the exterior construction completed and owned within the Properties, and each Owner of any other Lot, by acceptance of a deed therefore, or by entering into a contract for the purchase thereof, whether or not it shall be so expressed in such deed or in such contract, is, and shall be, deemed to covenant and agree to pay to the Association:

- (1) Special assessments for capital improvements, and
- (2) Monthly assessments for maintenance and other operational expenses as deemed necessary by the association,

as such assessments shall be established and collected as hereinafter provided. The special assessments and monthly assessments together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment shall be made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person, persons, or entity who, or which, was the Owner of the property at the time when the assessment became due. The personal obligation for delinquent assessments shall not pass to such Owner's successors in title, unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the health, safety, recreation and welfare of the residents in the Properties and for exterior maintenance and other matters, as more fully set out in Article V herein.

Section 3. Monthly Assessments. As the need may arise in the future, the Board of Directors shall have the authority to levy and assess any monthly maintenance assessment and determine the provisions for the payment of any future monthly assessments.

Section 4. Special Assessment for Capital Improvements. In addition to the monthly assessments authorized in Section 3 above, the Association may levy special assessments for the purpose of meeting the requirements of Article V herein for exterior maintenance, and, in addition, may levy in any year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the costs of any construction, reconstruction, repair or replacement of any capital improvements, including fixtures and personal property related thereto, and for the costs of exterior maintenance, provided that any such assessment shall have the consent to two-thirds (2/3) of the votes

of each class of membership, who shall vote in person or by proxy at a meeting duly called for such purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Section 1. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or under Section 4 shall be sent to all Members not less than 10 days nor more than 50 days in advance of such meeting. At the first such meeting called, the presence of Members, in person or by proxy, entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. Any such subsequent meeting shall be held within 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both special assessments for capital improvements and monthly assessments, with respect to all improved Lots, shall be uniform in amount, and may be collected on a monthly basis by the Association. The Board of Directors of the Association shall fix the amount of the monthly assessment against each improved lot. Written notice of the monthly assessment shall be sent to every owner subject thereto. The dates payments are due shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association, setting forth whether or not all assessments on a specified improved lot have been paid. A properly executed certificate of the Association as to the status of assessments, on a particularly improved lot shall be binding upon the Association as of the date of its issue by the Association.

Section 7. Effect of Nonpayment of Assessment; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall be deemed delinquent and shall bear interest at the maximum legal rate allowable by law in the State of Nebraska, which at the time of the execution of these Declarations, is sixteen (16) percent per annum. Should any assessment remain unpaid more than sixty (60) days after the due date, the Association may declare the entire unpaid portion of said assessment for said year to be immediately due and payable and thereafter delinquent. The Association may bring an action at law against the Owner personally obligated to pay the same, or may foreclose the lien of such assessment against the property through proceedings in any Court having jurisdiction of actions for the enforcement of such liens. No Owner may waive or otherwise escape liability for the assessments provided herein by abandonment or title transfer of such Owner's Lot.

Section 8. Subordination of the Lien to Mortgages. The lien on the assessments provided for herein shall be subordinate to the

lien of any first mortgage, first deed of trust, or other initial purchase money security device, and the holder of any first mortgage, first deed of trust, or other initial purchase money security device, on any Lot may rely on this provision without the necessity of the execution of any further subordination agreement by the Association. Sale or transfer of any Lot shall not affect the status or priority of the lien for assessments made as provided herein. The Association, if authorized by its Board of Directors, may release the lien of any delinquent assessments on any Lot as to which the first mortgage, first deed of trust or initial purchase money security device thereon is in default, if such Board of Directors determines that such lien has no value to the Association. No mortgagee shall be required to collect any assessments due. The Association shall have the sole responsibility to collect all assessments due.

ARTICLE V  
EXTERIOR MAINTENANCE

The Association may provide exterior maintenance upon each improved lot which is subject to monthly and special assessments as set forth hereinafter.

Section 1. Monthly assessments may be assessed for, but not limited to, the following:

- (a) Maintenance of trees and shrubs, lawns, and other exterior landscaping improvements as originally installed by the builder, except such improvements as may be within the confines of any fenced in area on any improved lot or installed by or at the direction of the Owner, which improvements shall be the responsibility of the Owner. The Owner understands that the original landscape as installed by the builder is warranted for a period of one year from the time of planting. The Owner is responsible for replacement of all dead landscaping improvements after the one year warranty period expires and the Owner agrees to allow the Association to replace such dead landscape improvements at the expense of the Owner of record at the time of replacement and the Owner shall reimburse the Association on demand. The Association shall have no duty to repair, replace or maintain any exterior concrete surfaces.
- (b) Operation and maintenance of an underground watering system.
- (c) Snow removal as to be determined by the guidelines set forth by the Board of Directors.
- (d) Optional exterior window cleaning as deemed necessary by the Board of Directors.

Section 2. Special assessments may be assessed for, but not limited to the following:

- (a) Maintain, repair, and replace roofs.
- (b) Maintain, repair, including painting, of all exterior walls, with the exception that the Association shall not assume the duty to repair or replace any glass surfaces, including, but not limited to, window glass and door glass. The Association shall not assume the duty to repair or replace any doors, door openers, and cooling units for air conditions systems. However, the Association shall assume the duty to paint the exterior surfaces of exterior doors.
- (c) Maintain, repair, and replace gutters.

Notwithstanding the foregoing, in the event the need for maintenance or repair of any of the foregoing on any improved Lot shall result from the willful or negligent acts of the Owner of any Lot, or of such Owner's family, guests, invitees, or tenants, the cost of such exterior maintenance shall be added to and become a part of the assessment to which such Lot is subject.

#### ARTICLE VI ARCHITECTURAL CONTROL

No building, fence, wall, or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition or change or alteration therein be made, nor shall any trees, shrubs, or plantings be planted or maintained upon the properties, until the plans and specifications therefor, showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to and approved in writing, as to harmony of external design and location in relation to surrounding structures and topography, and in relation to other trees, shrubs and plantings, by the Board of Directors of the Association. Failure of the Board to act on such plans as submitted within 30 days after the date of submission shall be deemed to be approval of such plans, and the owner may proceed in accordance with such plans and specifications.

#### ARTICLE VII PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as part of the original construction of any dwelling upon the Properties, and which is placed on the dividing line between any adjoining Lots, shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for

property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repairs and maintenance of any party wall shall be shared by the Owners who make use of such party wall in proportion to the length of each lot and party wall.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owner or Owners shall thereafter make use of such party wall, such other Owner or Owners shall contribute to the cost of restoration thereof in proportion to such use, without prejudice, however, to the right of any such Owner or Owners to call for a larger contribution from other Owners under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who, by his negligent or willful act, causes the party wall to be exposed to the elements, shall bear the whole cost of furnishing the necessary protection against such elements and repair of damage caused by the elements.

Section 5. Right to Contribution Runs With Land. The right of any owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each Owner involved shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and all Owners shall be bound by any decision arrived at by a majority of all such arbitrators. Arbitration shall be governed by the terms of the Uniform Arbitration Act, to the extent consistent with the foregoing provisions.

#### ARTICLE VIII

#### GENERAL RESTRICTIONS AND OTHER PROVISIONS

Section 1. Restrictions. Every Owner shall have full rights of ownership and full use and enjoyment of his Lot, subject to the following restrictions:

- (a) No fences or enclosures of any type or nature whatsoever shall ever be constructed, erected, placed or maintained on any Lot within the Properties, unless such fences or enclosures shall have first been authorized in writing by the Association. No clothes line or clothes hanger shall be constructed on any Lot or used on any Lot outside of a building located thereon, except in patio



areas. No exterior television or radio antenna shall be erected on any Lot within the Properties; provided however, that with the written approval of the Association, one or more master television antenna towers may be erected for the benefit and use of all or part of the Owners of the Properties.

- (b) No animals, livestock or poultry of any kind shall be raised or kept on any Lot in the Properties, other than non-exotic household pets, which shall be limited to one (1) per household. All pets shall be leashed when outside of the residential structure and patio area. No such pet shall be kept, bred or maintained for commercial purposes. No animals, livestock or poultry of any kind shall be raised or kept on any lot in the properties, other than household pets, which shall be limited to one (1) per household and which a household pet shall not exceed twenty pounds (20) in weight. All pets shall be leashed when outside the residential structure and patio area. No pets however, shall be kept, bred, or maintained for commercial purposes. All reptiles are classified as exotic pets. All unpleasantries created by the household pet shall be the responsibility of the owner, and he shall be obligated to clean up after the animal.
- (c) No noxious, offensive, or illegal activity shall be carried on upon the Properties, nor shall any trash, ashes or other refuse be thrown, placed, or dumped upon any Lot, nor shall anything ever be done which may be or become an annoyance or nuisance to the neighborhood. No outside above-ground trash receptacles or incinerators shall be permitted on any Lot.
- (d) No advertising signs or billboards shall be permitted on any Lot with the exception of "for sale" or "for rent" signs, which shall not exceed four square feet in size. Nothing herein contained shall prevent the use of any Lot by the declarant, its agents, and the Association as a sales and rental office, or as a model home or both, and while any Lot is so used, they shall have the right, for themselves, or their nominees, to place signs on the premises advertising such office or model home, or both.
- (e) No trailer, tent, shack, barn or other outbuilding shall at any time be used for human habitation, either temporarily or permanently. This shall not prevent the location of a temporary real estate and/or construction office on any Lot in the Properties for use during the period of construction and sale of the Properties.

- (f) The use of private barbecue grills and the outside use or storage of barbecue grills on any Lot may be subject to written regulation, restriction or exclusion by the Association.
- (g) No awnings or sun screens of any type shall be affixed to any building or structure on any Lot without the written consent of the Association.

**ARTICLE IX**  
**INSURANCE**

Section 1. The Association shall purchase and provide physical property coverage insurance with respect to the improvements (residential and related structures) in an amount equal to at least ninety percent (90%) of the full replacement value of the original improvements against losses by fire, lightning, wind storm and other perils covered by standard extended coverage endorsements. The full replacement value of the original improvements is defined as the base price of the original structure excluding, but not limited to, custom finished basements and any other improvements over the base original price. Insurance premiums are assessed uniformly based upon the base price of the original structures. Betterments done to the original structure and additional custom improvements shall not be covered by the Association's policy. The intent is to provide only coverage based only upon the basic purchase price excluding any custom betterments.

The Association shall also purchase and provide comprehensive general liability coverage insurance, against any other hazards and in such amounts as shall be determined from time to time by the Board of Directors of the Association. The Association, in addition to the foregoing, shall provide Directors and Officers liability coverage insurance for the Association, for its Officers, and members of the Board of Directors. Finally, if the Association has any employees of any nature, the Association shall purchase and provide Worker's Compensation Insurance for all employees who may come within the scope of Nebraska Worker's Compensation laws.

The above insurance shall not cover the personal property of any Owner of any lot, it being the Owner's responsibility to provide such insurance coverage for the Owner's protection. In addition, the Association may purchase such additional insurance against other hazards which may be deemed appropriate by the Board of Directors.

Section 2. The Association is hereby irrevocably appointed as agent for each Owner of each and every Lot in the Properties and for the holder of any Mortgage on any Lot in the Properties, to adjust any and all claims arising under insurance policies purchased by the Association on the improvements on the Properties, and to execute and deliver releases upon payment of claims without

joinder by any such Owner or mortgagee. All insurance proceeds shall be applied by the Association toward repairing the damage covered by such insurance, provided that reconstruction or repair shall not be compulsory where the damage exceeds two-thirds (2/3) of the value of all the buildings and improvements on all of the Lots covered by such insurance.

The deductible portion of the applicable master insurance policy shall be borne equally by those lots which have suffered the loss. Should the Owners so elect not to rebuild, the insurance proceeds, along with the insurance indemnity, if any, shall be credited to each Owner in accordance with such Owner's prorata share of the loss as sustained from the casualty for which the proceeds shall be payable. Such sums shall be first applied towards satisfaction of any recorded first mortgage, first deed of trust, initial purchase money security device against such Lots, next applied towards satisfaction of junior recorded liens in order of their priority, next toward the cost of razing the improvements or any remnants thereof from said properties, and the filling and leveling of any of said Lots, as needed, and the remainder shall then be paid to such Owner of such razed properties on a prorata basis.

In case the insurance proceeds do not equal the cost of repairs or rebuilding, the excess cost shall be considered a maintenance expense to be assessed and collected by the Association from the Owner of the damaged improvements. In any cases of over insurance, any excess proceeds of insurance received shall be credited towards the working fund of the Association.

Section 3. Each Lot Owner may obtain such additional insurance for the individual Owner's benefit and at such Owner's own expense as may be deemed necessary by the Lot Owner, including coverage for specific improvements and betterments in the Owner's unit, personal liability, specific personal property items, the ten percent (10%) co-insurance provision of the full replacement cost of the base price of the original structure, and any exclusions of insurance coverage from the master policy provided by the Association.

#### ARTICLE X ACCESS

The Association, its officers, employees and agents, and contractors and repairmen designated by the Association, shall have the right to go on any Lot for the purpose of performing maintenance and repair, making inspections and performing the duties of the Association hereunder, and the Association is hereby granted a specific easement for such purposes.

ARTICLE XI  
UTILITY METERS AND SERVICE LINES

In order to facilitate the installation, operation, maintenance and repair of an underground watering system, such Lots as shall be designated from time to time by the Association, shall have a dual metering system for water, so as to permit the drawing of water for watering of the lawns, shrubs, trees and other vegetation located upon the Lots. It is understood that the amount of water metered for the residential use on any such Lot shall be paid for by the Owner of each Lot receiving water.

ARTICLE XII  
GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure of the Association or of 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.

Section 2. Severability. Invalidation of any one or more of these covenants or restrictions, by judgment or court Order, shall in no way affect any other provisions, which other provisions shall remain in full force and effect.

Section 3. Amendment. These Declarations may be amended at any time during the initial twenty (20) year term referred to in Section 4, hereafter, by an instrument signed by the Owners of not less than ninety percent (90%) of the Lots then covered by these Declarations, and thereafter by an instrument signed by the Owners of not less than seventy-five percent (75%) of the Lots then covered by these Declarations. Any such amendment shall be valid only upon its being recorded in the same manner as Deeds shall be recorded at such time.

Section 4. Term. These covenants and restrictions contained in this Declaration shall run with the land, and shall be binding for an initial term of twenty (20) years from the date these Declarations are recorded, after which time they shall be automatically extended for successive periods of ten (10) years each.



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GEORGE J. BUGLEWICZ  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NE

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AMENDMENT TO DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS

This Amendment to Declaration of Covenants, Conditions and Restrictions (this "Amendment") is dated as of July 31, 1991, and is made by Apollo Building Corp., a Nebraska corporation, hereinafter referred to as the "Declarant".

RECITALS:

WHEREAS, a Declaration of Covenants, Conditions and Restrictions (the "Declarations") was recorded in Book 970, Page 180, of the Miscellaneous Records of the Douglas County Register of Deeds on July 8, 1991, which covered the following described real property:

Lots 1 through 30, inclusive, of The Lindens, a Replat of Lot 123, Linden Park, a Subdivision located in Douglas County, Nebraska, as surveyed, platted and recorded.

WHEREAS, all terms used in this Amendment without definition shall have the same meanings in this Amendment as such terms have in the Declarations.

WHEREAS, Declarant, as the record owner of all of the Lots, desires to amend the Declarations as hereinafter set forth.

1. Amendments. ARTICLE VI of the Declarations hereby is amended in its entirety to read as follows:

"ARTICLE VI.  
REGULATION OF IMPROVEMENTS

Section 1. Approval of Plans. No building, fence, wall, or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition or change or alteration therein be made, nor shall any trees, shrubs, or plantings be planted or maintained upon the Properties, until the plans and specifications therefor, showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to and approved in writing, as to harmony of external design and location in relation to

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surrounding structures and topography, and in relation to other trees, shrubs and other plantings, by Declarant until such time as Declarant is no longer an Owner and, thereafter, by the Board of Directors of the Association. Failure of Declarant or the Board of Directors of the Association, as the case may be, to act on such plans as submitted within 30 days after the date of submission shall be deemed to be approval of such plans, except to the extent they violate other restrictions set forth in these Declarations, and the Owner may proceed in accordance with such plans and specifications.

Section 2. Restrictions on Improvements. The Properties are subject to the following restrictions:

- (a) The main level of each dwelling erected on an Improved Lot shall contain a minimum of 1,600 square feet of interior space.
- (b) All fireplace chimneys shall be covered with brick. The exposed front foundation wall of all dwellings must be constructed of or faced with brick. At least one-half of the front side of the main level of each dwelling, exclusive of garage doors, must be constructed of or faced with brick.
- (c) The landscaping of an Improved Lot must include an underground sprinkler system and a minimum of five (5) shrubs and two (2) trees.
- (d) Each dwelling on an Improved Lot shall be constructed and architecturally designed so that its exterior, including color treatment, exterior materials and elevation, will be architecturally and aesthetically compatible and harmonious with all other dwellings on the Properties."

2. Reference to and Effect on the Declarations. On and after the date of this Amendment, each reference in the Declarations to "these Declarations", "hereunder", "hereof", "herein", or words of like import, shall mean and be a reference to the Declarations as amended by this Amendment. Except as specifically amended by this Amendment, the Declarations shall remain in full force and effect and hereby is ratified and confirmed.







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RICHARD M. TAKECHI  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NE

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**AMENDED AND RESTATED DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS**

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made and entered into effective the 10 day of April, 2001, by the parties signing at the end of this document.

W I T N E S S E T H:

WHEREAS, a Declaration of Covenants, Conditions and Restrictions was previously recorded in Book 970, Page 180 of the Miscellaneous Records of the Douglas County Register of Deeds on July 8, 1991, and amended by that certain Amendment to Declaration of Covenants, Conditions and Restrictions dated as of July 31, 1991 and recorded August 5, 1991 in Book 973, Page 408 of the Miscellaneous Records of the Douglas County Register of Deeds (collectively, the "Declaration"), covering the following described real property:

Lots 1 through 30, inclusive, of The Lindens, a Replat of Lot 123, Linden Park, a Subdivision located in Douglas County, Nebraska, as surveyed, platted and recorded

WHEREAS, the undersigned, representing the owners of at least ninety percent (90%) of the above described Lots, desire to amend and restate the Declaration as hereinafter set forth.

NOW, THEREFORE, the undersigned hereby declare that all of the property hereinabove described shall be held, sold and conveyed subject to the following easements, restrictions, covenants, conditions and restrictions, which are for the purpose of protecting the value and desirability of, and which shall run with, all of said real property and shall be binding on all parties having any right, title or interest in said properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I.  
DEFINITIONS

Section 1. "Association" shall mean and refer to The Lindens Villa Owners Association, Inc., a Nebraska nonprofit corporation, its successors and assigns.

- (a) The record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, but excluding those having such interest merely as security for the performance of an obligation or as an encumbrance upon the interest of the beneficial owner, and
- (b) The purchaser, whether one or more persons or entities, under a recorded contract for the sale and purchase of a Lot, under which the Seller retains title solely as security for the performance of the purchaser's obligation under the contract.

Section 3. "Properties" shall mean and refer to:

Lots 1 through 30, inclusive, of The Lindens, a Replat of Lot 123, Linden Park, a Subdivision located in Douglas County, Nebraska, as surveyed, platted and recorded.

together with any such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Lot" shall mean and refer to any platted lot shown upon any recorded subdivision map of the Properties or one of two parcels resulting from a lot split of a duplex zoned lot.

## ARTICLE II. PROPERTY RIGHTS

Section 1. The Association may suspend the voting rights of an Owner for any period during which any assessment against such Owner's Lot remains unpaid, and for any period not to exceed 60 days for any infraction by any such Owner, or members of such Owner's family, or guests or tenants of such Owner, of the published rules and regulations of the Association.

Section 2. Parking Rights. Ownership of any Lot shall entitle the Owner or Owners thereof to such parking rights as shall be available upon such Lot, subject to the restrictions on the use of such parking areas as set forth in Article VII below.

## ARTICLE III. MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot which is subject to assessment shall be a member of the Association. Each Lot Owner is empowered to enforce the covenants. Membership shall be appurtenant to and shall not be separated from ownership of any Lot which is subject to any assessment.

Section 2. In order to ensure that a quorum is present for all meetings of the members, and to allow for orderly management of the Association's affairs, it shall be the duty of each member to attend such meetings or to execute and deliver to the Association a continuing proxy prepared

to exercise the member's right to vote. A Lot Owner may provide a superseding proxy to be voted by his duly authorized attorney in fact for one specific meeting only. The proxy shall be subject to the terms of the Nebraska Nonprofit Corporation Act concerning revocability and life span of the proxy. Failure to attend personally or by proxy is a violation of this covenant.

The continuing proxy shall be voted by the President of the Association in his or her discretion at any meeting. It is noted that Nebraska law requires that members holding 1/10th of the votes entitled to be cast represented in person or by proxy shall constitute a quorum. The continuing proxy shall provide on its face that it is valid on a continuous basis for an indefinite period of time until revoked in writing by the specific Lot Owner. All proxies shall be in writing and filed with the Secretary of the Association. Each proxy shall be freely revocable and shall automatically cease when the member giving such proxy shall cease to be an Owner of a Lot or at such earlier time as shall be specified in the proxy or by operation of law.

Section 3. The Association shall have members consisting of each Owner of a Lot ("Member"). Each Member shall be entitled to one vote for each Lot owned. When there shall be more than one person or entity holding an interest in any Lot, all such persons or entities or both, shall be Members; provided however that the vote for such Lot shall be exercised as such persons or entities or both, shall determine, but in no event shall more than one vote be cast with respect to any one Lot.

#### ARTICLE IV. COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Owners of each Lot shall pay to the Association:

- (a) Special assessments for capital improvements as may be required for the Association to fulfill its responsibilities hereunder, and
- (b) Monthly assessments for maintenance and other operational expenses as deemed necessary by the Association,

as such assessments shall be established and collected as hereinafter provided. The special assessments and monthly assessments together with interest, costs and reasonable attorney's fees, shall be a charge on the Lots and shall be a continuing lien upon the Lots against which each such assessment shall be made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person, persons, or entity who, or which, was the Owner of the Lot at the time when the assessment became due. The personal obligation for delinquent assessments shall not pass to such Owner's successors in title, unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to improve, maintain and manage the common areas of the Properties, to perform the duties of the Association as required hereunder, and to pay insurance premiums

Section 3. Monthly Assessments. As the need may arise in the future, the Board of Directors shall have the authority to levy and assess any monthly maintenance assessment and determine the provisions for the payment of any future monthly assessments.

Section 4. Special Assessment for Capital Improvements. In addition to the monthly assessments authorized in Section 3 above, the Association may levy special assessments for the purpose of meeting the requirements of Article V herein for exterior maintenance, and, in addition, may levy in any year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the costs of any construction, reconstruction, repair or replacement of any capital improvements of the Association, including fixtures and personal property related thereto, and for the costs of exterior maintenance, provided that any such assessment shall have the consent of at least two-thirds (2/3) of the Members entitled to vote, who shall vote in person or by proxy at a meeting duly called for such purpose.

Section 5. Notice for Any Action Authorized Under Article IV. Written notice of any meeting called for the purpose of taking any action authorized under this Article IV shall be provided to the Members in accordance with the provisions relating thereto set forth in the Bylaws of the Association, as the same may be amended from time to time.

Section 6. Uniform Rate of Assessment. Both special assessments for capital improvements and monthly assessments, with respect to all Lots, shall be uniform in amount, and may be collected on a monthly basis by the Association. The Board of Directors of the Association shall fix the amount of the monthly assessment against each Lot. Written notice of the monthly assessment shall be sent to every Owner subject thereto. The dates payments are due shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association, setting forth whether or not all assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a particular Lot shall be binding upon the Association as of the date of its issue by the Association.

Section 7. Effect of Nonpayment of Assessment; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date thereof shall be deemed delinquent and shall bear interest at the maximum legal rate allowable by law in the State of Nebraska. The Association may also, at its option, impose a late payment fee in an amount not to exceed three (3) times the current monthly assessment rate if any assessment becomes delinquent. Should any assessment remain unpaid more than sixty (60) days after the due date thereof, the Association may declare the entire unpaid portion of said assessment for said year to be immediately due and payable and thereafter delinquent. The Association may bring an action at law against the Owner personally obligated to pay the same, or may foreclose the lien of such assessment against the Lot subject to the assessment through proceedings in any Court having jurisdiction of actions for the enforcement of such liens. No Owner may waive or otherwise escape liability for the assessments provided herein by abandonment or title transfer of such Owner's Lot.

Section 8. Subordination of the Lien to Mortgages. The lien on the assessments provided for herein shall be subordinate to the lien of any first mortgage, first deed of trust, or other

herein. The Association, if authorized by its Board of Directors, may release the lien of any delinquent assessments on any Lot as to which the first mortgage, first deed of trust or initial purchase money security device thereon is in default; if such Board of Directors determines that such lien has no value to the Association. No mortgagee shall be required to collect any assessments due. The Association shall have the sole responsibility to collect all assessments due.

#### ARTICLE V. EXTERIOR MAINTENANCE

The Association may provide exterior maintenance upon each Lot which is subject to monthly and special assessments as set forth hereinafter.

Section 1. Monthly assessments may be assessed for, but not limited to, the following:

- (a) Maintenance of trees and shrubs, lawns, and other exterior landscaping improvements, except such improvements as may be within the confines of any fenced-in area on any Lot or installed by or at the direction of the Owner, which improvements shall be the responsibility of the Owner. Each Owner shall be responsible for replacement of all dead landscaping improvements and the Owner agrees to allow the Association to replace such dead landscaping improvements at the expenses of the Owner of record at the time of replacement and the Owner shall reimburse the Association on demand. The Association shall have no duty to repair, replace or maintain any exterior concrete surfaces.
- (b) Operation and maintenance of an underground watering system.
- (c) Snow removal as to be determined by the guidelines set forth by the Board of Directors.

Section 2. It shall be the duty, responsibility and obligation of each Owner at its own cost and expense to care for, maintain and repair the exterior and interior of the dwelling and any improvements on such Owner's Lot and the fixtures, appliances, equipment and other appurtenants thereto and also including any private driveway appurtenant to such Owner's dwelling, and sidewalks and fences which are appurtenant to such Owner's dwelling and situated on such Owner's Lot. The Association shall have no duty or obligation to any Owner in this regard.

Section 3. The Association, as a common expense of all Owners and through application of the assessments provided hereunder, shall care for, maintain and keep in good repair any common areas in the Properties, maintenance of trees, shrubs, lawns and other exterior landscaping (subject to the limitations in Section 1(a) above), snow removal from the driveways and common areas in the Properties, window washing, and private trash collection.

Notwithstanding the foregoing, in the event the need for maintenance or repair of any of the foregoing on any Lot shall result from the willful or negligent acts of the Owner of any Lot, or of such Owner's family, guests, invitees, or tenants, the cost of such exterior maintenance shall be added to and become a part of the assessment to which such Lot is subject.

ARTICLE VI.  
REGULATION OF IMPROVEMENTS

Section 1. Approval of Plans. No building, fence, wall, or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition or change or alteration therein be made upon the Properties, until the plans and specifications therefor, showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to and approved in writing, as to harmony of external design and location in relation to surrounding structures and topography, by the Board of Directors of the Association. Failure of the Board of Directors of the Association to act on such plans as submitted within 30 days after the date of submission shall be deemed to be approval of such plans, except to the extent they violate other restrictions set forth in this Declaration, and the Owner may proceed in accordance with such plans and specifications.

Section 2. Restrictions on Improvements. Each dwelling on a Lot, including any repairs to or reconstruction of any dwelling, shall be constructed and architecturally designed so that its exterior, including color treatment, exterior materials and elevation, will be architecturally and aesthetically compatible and harmonious with all other dwellings on the Properties.

ARTICLE VII.  
GENERAL RESTRICTIONS AND OTHER PROVISIONS

Section 1. Restrictions. Every Owner shall have full rights of ownership and full use and enjoyment of such Owner's Lot, subject to the following restrictions:

- (a) No fences or enclosures of any type or nature whatsoever shall ever be constructed, erected, placed or maintained on any Lot within the Properties, unless such fences or enclosures shall have first been authorized in writing by the Association. No clothes line or clothes hanger shall be constructed on any Lot or used on any Lot outside of a building located thereon, except in patio areas. No exterior television or radio antenna shall be erected on any Lot within the Properties.
- (b) No animals, livestock or poultry of any kind shall be raised or kept on any Lot in the Properties, other than non-exotic household pets, which shall be limited to one (1) per household. All pets shall be leashed when outside of the residential structure and patio area. No such pet shall be kept, bred or maintained for commercial purposes. All pets shall be leashed when outside the residential structure and patio area. No pets, however, shall be kept, bred, or maintained for commercial purposes. All reptiles are classified as exotic pets. All unpleasanties created by the household pet shall be the responsibility of the Owner, and each Owner shall be obligated to clean up after such pet.
- (c) No noxious, offensive, or illegal activity shall be carried on upon the Properties, nor shall any trash, ashes or other refuse be thrown, placed, or dumped upon any Lot, nor shall anything ever be done which may be or become an annoyance or nuisance to the other Owners of the Properties, including but not limited to, the use of incinerators

- (d) No advertising signs or billboards shall be permitted on any Lot with the exception of "for sale" signs, which shall not exceed four square feet in size.
- (e) No trailer, mobile home, motor home, tent, shack, barn or other outbuilding shall at any time be used for human habitation, either temporarily or permanently.
- (f) No Owner shall park, keep, store or maintain a trailer, mobile home, motor home, boat, recreational or similar type vehicle upon the exterior of any Lot or in any common parking area of the Properties. The parking areas appurtenant to each Lot, and any common parking areas in the Properties, are reserved for the Owners and, on a short-term basis only, for their guests and visitors.
- (g) No dwelling may be occupied by anyone other than the Owner, along with members of the Owner's immediate family, related by blood or marriage, his or her servants, and temporary guests. It is the intention of this subparagraph (g) to prohibit the rental of any dwelling on any Lot, which would result in occupancy by persons other than those described in this subparagraph (g).
- (h) Notice of any change by an Owner of the cable television provider providing cable services to such Owner's Lot shall be provided to the Association, to the management company, if any, retained by the Association, and to adjoining Lot Owners prior to such change in service.

## ARTICLE VIII. INSURANCE

Section 1. The Association shall purchase and provide physical property coverage insurance with respect to the improvements (residential structures and related structures) in an amount equal to at least ninety percent (90%) of the full replacement value of the improvements against losses by fire, lightning, wind storm and other perils covered by standard Special Peril policies. The full replacement value of the improvements is defined as the current replacement cost of the original structure plus custom finished basements and any other improvements over the base original price. Insurance premiums for the original structure, liability, Workers' Compensation, bonding, etc. are assessed uniformly based upon the base price of the original structure. Premiums for insurance on betterments done in addition to the original structure and additional custom improvements shall be billed to the individual Lot Owners.

The Association shall also purchase and provide comprehensive general liability coverage insurance, against any other hazards and in such amounts as shall be determined from time to time by the Board of Directors of the Association. The Association, in addition to the foregoing, shall provide Directors and Officers liability coverage insurance for the Association, for its Officers, and Members of the Board of Directors. Finally, if the Association has any employees of any nature, the Association shall purchase and provide Workers' Compensation Insurance for all employees who may come within the scope of Nebraska Workers' Compensation laws.

addition the Association may purchase such additional insurance against any additional hazards which may be deemed appropriate by the Board of Directors.

Section 2. The Association is hereby irrevocably appointed as agent for each Owner of each and every Lot in the Properties and for the holder of any Mortgage on any Lot in the Properties, to adjust any and all claims arising under insurance policies purchased by the Association on the improvements on the Properties, and to execute and deliver releases upon payment of claims without joinder by any such Owner or mortgagee. All insurance proceeds shall be applied by the Association toward repairing the damage covered by such insurance, provided that reconstruction or repair shall not be compulsory where the damage exceeds two-thirds (2/3) of the value of all the buildings and improvements on all of the Lots covered by such insurance.

The deductible portion of the applicable master insurance policy shall be borne equally by the Owners of those Lots which have suffered the loss. Should such Owners elect not to rebuild, the insurance proceeds from additional property insurance paid for by individual Owners shall be paid to the Owners and the balance, if any, shall be credited to each Owner in accordance with such Owner's prorata share of the loss as sustained from the casualty for which the proceeds shall be payable. Such sums shall be first applied towards satisfaction of any recorded first mortgage, first deed of trust, or initial purchase money security device against such Lots, next applied towards satisfaction of junior recorded liens in order of their priority, next toward the cost of razing the improvements or any remnants thereof from said Lots, and the filling and leveling of any of said Lots, as needed, and the remainder shall then be paid to such Owners of such razed Lots on a prorata basis.

Section 3. Each Lot Owner may obtain such additional insurance for the individual Owner's benefit and at such Owner's own expense as may be deemed necessary by the Lot Owner, including coverage for specific improvements and betterments in the Owner's unit, personal liability, specific personal property items, the ten percent (10%) co-insurance provision of the full replacement cost of the base price of the original structure, and any exclusions of insurance coverage from the master policy provided by the Association.

#### ARTICLE IX. ACCESS

The Association, its officers, employees and agents, and contractors and repairmen designated by the Association, shall have the right to go on any Lot for the purpose of performing maintenance and repair, making inspections and performing the duties of the Association hereunder, and the Association is hereby granted a specific easement for such purposes.

#### ARTICLE X. GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure of the Association







STATE OF NEBRASKA )  
 ) SS.  
COUNTY OF DOUGLAS )

Acknowledged before me this 10 day of April, 2001, by Judith A. Nelson.

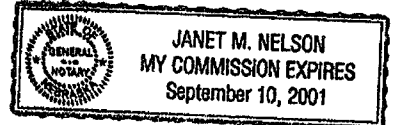


Janet Nelson  
Notary Public

Lot 5, The Lindens, a Replat of Lot 123, Linden Park, a subdivision located in Douglas County, Nebraska as surveyed, platted and recorded

Michael J. Van Buskirk  
Michael J. Van Buskirk

STATE OF NEBRASKA )  
 ) SS.  
COUNTY OF DOUGLAS )

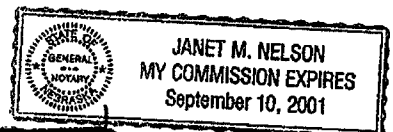


Acknowledged before me this 10 day of April, 2001, by Michael J. Van Buskirk.

Janet M. Nelson  
Notary Public

[REDACTED]

[REDACTED]



A [REDACTED]  
[REDACTED]  
Notary Public

[REDACTED]

A [REDACTED]



STATE OF NEBRASKA )  
 ) SS.  
COUNTY OF DOUGLAS )

Acknowledged before me this 10 day of April, 2001, by Thomas F. Vierk.

Janet M. Nelson  
Notary Public



STATE OF NEBRASKA )  
 ) SS.  
COUNTY OF DOUGLAS )

Acknowledged before me this 10 day of April, 2001, by Barbara L. Vierk.

Janet M. Nelson  
Notary Public



Lot 10, The Lindens, a Replat of Lot 123, Linden Park, a subdivision located in Douglas County, Nebraska as surveyed, platted and recorded

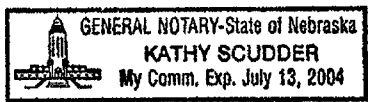
Nancy Thompson  
Nancy Thompson, Trustee of the Nancy A. Thompson Trust dated September 27, 1995

~~Richard E. Thompson, Trustee of the Nancy A. Thompson Trust dated September 27, 1995~~

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

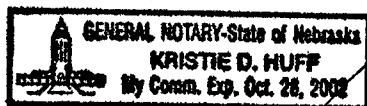
Acknowledged before me this 13 day of July, 2001, by Nancy Thompson, Trustee of the Nancy A. Thompson Trust dated September 27, 1995.

Kathy Scudder  
Notary Public



STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

Acknowledged before me this 26 day of April, 2001, by Richard E. Thompsen, Trustee of the Nancy A. Thompsen Trust dated September 27, 1995.



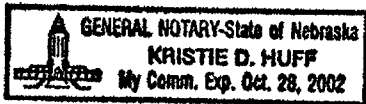
Kristie D. Huff  
Notary Public

Lot 11, The Lindens, a Replat of Lot 123, Linden Park, a subdivision located in Douglas County, Nebraska as surveyed, platted and recorded

John R. Johanns  
John R. Johanns

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

Acknowledged before me this 26 day of April, 2001, by John R. Johanns.



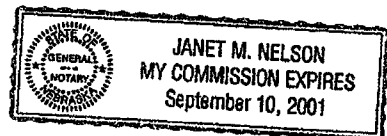
Kristie D. Huff  
Notary Public

Lot 12, The Lindens, a Replat of Lot 123, Linden Park, a subdivision located in Douglas County, Nebraska as surveyed, platted and recorded

John W. Rogers  
John W. Rogers

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

Acknowledged before me this 10 day of April, 2001, by John W. Rogers



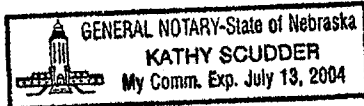
Janet M. Nelson  
Notary Public

Lot 13, The Lindens, a Replat of Lot 123, Linden Park, a subdivision located in Douglas County, Nebraska as surveyed, platted and

Margaret H. Jeffrey

STATE OF NEBRASKA )  
 ) SS.  
COUNTY OF DOUGLAS )

Acknowledged before me this 10th day of April, 2001, by Margaret H. Jeffrey.



Kathy Scudder  
Notary Public

Lot 14, The Lindens, a Replat of Lot 123,  
Linden Park, a subdivision located in Douglas  
County, Nebraska as surveyed, platted and  
recorded

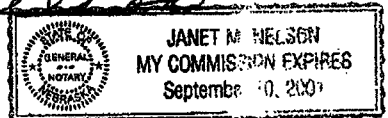
Carl D. Schulz  
Carl D. Schulz

Linda L. Schulz  
Linda L. Schulz

STATE OF NEBRASKA )  
 ) SS.  
COUNTY OF DOUGLAS )

Acknowledged before me this 10 day of April, 2001, by Carl D. Schulz.

Janet M. Nelson  
Notary Public



STATE OF NEBRASKA )  
 ) SS.  
COUNTY OF DOUGLAS )

Acknowledged before me this 10 day of April, 2001, by Linda L. Schulz.

Janet M. Nelson  
Notary Public



Lot 15, The Lindens, a Replat of Lot 123,  
Linden Park, a subdivision located in Douglas  
County, Nebraska as surveyed, platted and  
recorded

Philip E. Heflin  
Philip E. Heflin

Virginia M. Heflin  
Virginia M. Heflin

STATE OF NEBRASKA )  
 ) SS.  
COUNTY OF DOUGLAS )

Acknowledged before me this 10 day of April, 2001, by Philip E. Heflin.

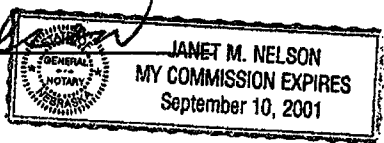
Janet M. Nelson  
Notary Public



STATE OF NEBRASKA )  
 ) SS.  
COUNTY OF DOUGLAS )

Acknowledged before me this 10 day of April, 2001, by Virginia M. Heflin.

Janet M. Nelson  
Notary Public



Lot 16, The Lindens, a Replat of Lot 123,  
Linden Park, a subdivision located in Douglas  
County, Nebraska as surveyed, platted and  
recorded

Florence Matt  
Florence Matt



STATE OF NEBRASKA )  
 ) SS.  
COUNTY OF DOUGLAS )

Acknowledged before me this 5th day of March, 2001, by Florence Matt.

Kathy Scudder  
Notary Public

Lot 17, The Lindens, a Replat of Lot 123,  
Linden Park, a subdivision located in Douglas  
County, Nebraska as surveyed, platted and  
recorded

John J. Mulhall  
John J. Mulhall

STATE OF NEBRASKA )  
 ) SS.  
COUNTY OF DOUGLAS )

Acknowledged before me this 10 day of April, 2001, by John J. Mulhall.

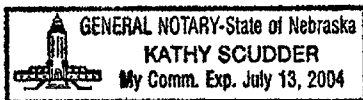






STATE OF NEBRASKA )  
 ) SS.  
COUNTY OF DOUGLAS )

Acknowledged before me this 28<sup>th</sup> day of March, 2001, by Mary Jane Vleck, Trustee of the Mary Jane Vleck Trust Agreement dated March 15, 1991.



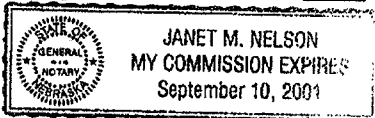
Kathy Scudder  
Notary Public

Lot 23, The Lindens, a Replat of Lot 123, Linden Park, a subdivision located in Douglas County, Nebraska as surveyed, platted and recorded

Alice C. Gooder  
Alice C. Gooder

STATE OF NEBRASKA )  
 ) SS.  
COUNTY OF DOUGLAS )

Acknowledged before me this 10 day of April, 2001, by Alice C. Gooder.



Janet M. Nelson  
Notary Public

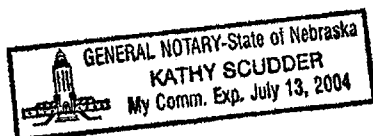
Lot 24, The Lindens, a Replat of Lot 123, Linden Park, a subdivision located in Douglas County, Nebraska as surveyed, platted and recorded

James L. Vose  
James L. Vose

Doris E. Vose  
Doris E. Vose

STATE OF NEBRASKA )  
 ) SS.  
COUNTY OF DOUGLAS )

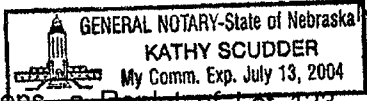
Acknowledged before me this 20<sup>th</sup> day of March, 2001, by James L. Vose.



Kathy Scudder  
Notary Public

STATE OF NEBRASKA )  
 ) SS.  
COUNTY OF DOUGLAS )

Acknowledged before me this 27<sup>th</sup> day of March, 2001, by Doris E. Vose.  
Kathy Scudder  
Notary Public



Lot 25, The Lindens, a Replat of Lot 123, Linden Park, a subdivision located in Douglas County, Nebraska as surveyed, platted and recorded

Ruth I. Lowery  
Ruth I. Lowery, Trustee of the Ruth I. Lowery Trust dated June 10, 1998

STATE OF NEBRASKA )  
 ) SS.  
COUNTY OF DOUGLAS )

Acknowledged before me this 27<sup>th</sup> day of March, 2001, by Ruth I. Lowery, Trustee of the Ruth I. Lowery Trust dated June 10, 1998.



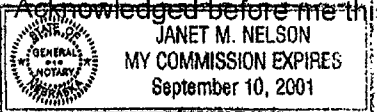
Kathy Scudder  
Notary Public

Lot 26, The Lindens, a Replat of Lot 123, Linden Park, a subdivision located in Douglas County, Nebraska as surveyed, platted and recorded

Robert F. Balzerick  
Robert F. Balzerick  
Connie L. Balzerick  
Connie L. Balzerick

STATE OF NEBRASKA )  
 ) SS.  
COUNTY OF DOUGLAS )

Acknowledged before me this 10 day of April, 2001, by Robert F. Balzerick.  
Janet M. Nelson  
Notary Public



STATE OF NEBRASKA )  
 ) SS.  
COUNTY OF DOUGLAS )





**CONSENT TO AND RATIFICATION  
OF  
AMENDED AND RESTATED DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS**

The undersigned, being the owners of the property legally described as follows:

Lot 27, The Lindens, a Replat of Lot 123, Linden Park, a subdivision located in Douglas County, Nebraska as surveyed, platted and recorded.

Foregoing

Do hereby consent to the Amended and Restated Declaration of Covenants, Conditions and Restrictions of The Lindens Villa Owners Association, Inc. for said Lot 27.

Dated this 19 day of Sept, 2001.

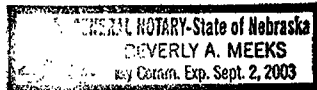
John W. Holm  
John W. Holm

Winifred Holm  
Winifred Holm

STATE OF NEBRASKA     )  
                                  ) ss.  
COUNTY OF DOUGLAS    )

Before me, the undersigned, Notary Public in and for said county and state, appeared John W. Holm, to me known to be the identical person who executed the above instrument and acknowledged his execution thereof to be his voluntary act and deed.

WITNESS my hand and Notarial Seal this 19<sup>th</sup> day of Sept, 2001.



Beverly A. Meeks  
Notary Public

STATE OF NEBRASKA     )  
                                  ) ss.  
COUNTY OF DOUGLAS    )

Before me, the undersigned, Notary Public in and for said county and state, appeared Winifred Holm, to me known to be the identical person who executed the above instrument and acknowledged her execution thereof to be her voluntary act and deed.

WITNESS my hand and Notarial Seal this 18<sup>th</sup> day of Sept, 2001.

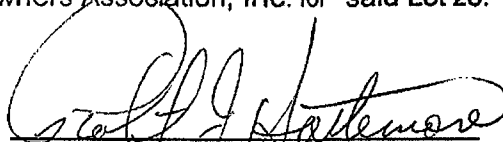
**CONSENT TO AND RATIFICATION  
OF  
AMENDED AND RESTATED DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS**

The undersigned, being the owners of the property legally described as follows:

Lot 28, The Lindens, a Replat of Lot 123, Linden Park, a subdivision  
located in Douglas County, Nebraska as surveyed, platted and  
recorded.

Do hereby consent to the Foregoing Amended and Restated Declaration of Covenants,  
Conditions and Restrictions of The Lindens Villa Owners Association, Inc. for said Lot 28.

Dated this 15 day of Nov., 2001.

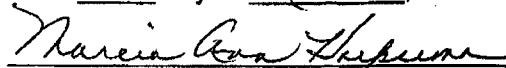
  
Robert J. Hatterman

  
Claudia G. Hatterman

FLORIDA )  
STATE OF NEBRASKA )  
LEE ) ss.  
COUNTY OF DOUGLAS )

Before me, the undersigned, Notary Public in and for said county and state, appeared Robert J. Hatterman, to me known to be the identical person who executed the above instrument and acknowledged his execution thereof to be his voluntary act and deed.

WITNESS my hand and Notarial Seal this 15<sup>th</sup> day of Nov., 2001.

  
Notary Public

FLORIDA )  
STATE OF NEBRASKA )  
LEE ) ss.  
COUNTY OF DOUGLAS )



Marcia Ann Hoeksema  
Commission # CC 959106  
Expires Aug. 7, 2004  
Bonded Through  
Atlantic Bonding Co., Inc.

Before me, the undersigned, Notary Public in and for said county and state, appeared Claudia G. Hatterman, to me known to be the identical person who executed the above instrument and acknowledged her execution thereof to be her voluntary act and deed.

WITNESS my hand and Notarial Seal this 15<sup>th</sup> day of Nov., 2001.





BK 1450 PG 322-352



MISC 2002 16306

RICHARD N. TAKECHI  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NE

2002 JUL 18 PM 3:32

169<sup>00</sup>  
 FEB RECEIVED  
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**AMENDMENT NO. 1 TO AMENDED AND RESTATED  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

THIS AMENDMENT is made and entered into effective the 28 day of June, 2002, by and between the undersigned parties.

WITNESSETH:

WHEREAS, a Declaration of Covenants, Conditions and Restrictions was previously recorded in Book 970, Page 180 of the Miscellaneous Records of the Douglas County Register of Deeds on July 8, 1991, and amended by that certain Amendment to Declaration of Covenants, Conditions and Restrictions dated as of July 31, 1991, and recorded August 5, 1991 in Book 973, Page 408 of the Miscellaneous Records of the Douglas County Register of Deeds, and further amended and restated on April 10, 2001 by the Amended and Restated Declaration of Covenants, Conditions and Restrictions, which was thereafter recorded on November 28, 2001 in Book 1410, Page 173 of the Miscellaneous Records of the Douglas County Register of Deeds (collectively, the "Declaration"), covering the following described real property:

Lots 1 through 30, inclusive, of The Lindens, a replat of Lot 123, Linden Park, a subdivision located in Douglas County, Nebraska as surveyed, platted and recorded;

WHEREAS, the undersigned represent the Owners of at least seventy-five percent (75%) of the above-described Lots and desire to amend the Declaration as hereinafter set forth in this Amendment No. 1.

NOW, THEREFORE, in consideration of the above premises and the mutual covenants and agreements hereinafter set forth, the parties agree as follows:

1. All terms contained in this Amendment No. 1 with an initial capitalized letter which are not otherwise defined herein shall have the meanings ascribed to them in the Declaration.
2. The following provision is hereby added to the end of Article VI, Section 2 of the Declaration:

"All improvements to any structure on a Lot shall comply with the

3. Article VIII of the Declaration is hereby deleted in its entirety and the following substituted therefor:

Section 1. On behalf of the Association, the Board of Directors may, from time to time, in its discretion, offer to purchase and provide physical property coverage insurance with respect to the improvements (residential structures and related structures) on each Lot in the Properties (hereinafter "Optional Insurance"). The terms and conditions of such insurance, including but not limited to amount of coverage and allocation of deductibles and premiums, shall be as determined by the Board of Directors. If the Board of Directors determines to provide such insurance, it shall notify each Lot Owner in writing prior to obtaining such insurance. If the Board of Directors determines to provide such insurance, each Lot Owner may elect to either accept such insurance or decline such insurance, and shall notify the Board of Directors within the time frame specified therefor by the Board of Directors in its notice to Lot Owners. If the Association is unable, or chooses not to provide physical property coverage insurance with respect to the improvements on an Owner's Lot, or if the Owner declines such insurance offered by the Association, the Owner shall submit evidence of insurance obtained by such Owner covering the full replacement value of the improvements on such Owner's Lot to the Board of Directors of the Association annually, and no later than thirty (30) days following the anniversary date of the Owner's purchase of the Lot, or the effective date of the insurance policy.

With respect to common areas in the Properties, the Association shall purchase and provide comprehensive general liability coverage insurance, against any other hazards and in such amounts as shall be determined necessary by the Board of Directors of the Association. In addition, the Association may purchase such additional insurance against any additional hazards which may be deemed appropriate by the Board of Directors. The above insurance shall not cover the personal property of any Owner of any Lot, it being the Owner's responsibility to provide such insurance coverage for the Owner's protection.

The Association, in addition to the foregoing, shall provide directors and officers liability coverage insurance for the Association, for its officers, and for the members of the Board of Directors. Finally, if the Association has any employees of any nature, the Association shall purchase and provide Worker's Compensation insurance for all employees who may come within the scope of Nebraska Worker's Compensation laws. Insurance premiums, with the exception of premiums for the Optional Insurance, shall be assessed uniformly among the Association's membership. Premiums for the Optional Insurance shall be assessed to those Owners for whom such Optional Insurance was obtained, in the manner determined by the Board of Directors.

Section 2: Each Lot Owner may obtain such additional insurance for the individual Owner's benefit and at such Owner's own expense as may be deemed

4. The following is hereby added as new Section 3 of Article VI of the Declaration:

"Section 3. Replacement Roofing Materials. If, in connection with an insurance claim by the Association or a Lot Owner, as applicable, for coverage of a casualty causing damage to the roof of an Owner's residence, the insurance company declares that it will not pay for the replacement of wood shingles as are currently used on the improvements in the Properties, then a heavy-duty organic or inorganic composition shingle simulating a weathered wood look may be used as replacement roofing material if so required by the insurance company."

5. This Amendment No. 1 is not intended to supersede or amend the Declaration or any documents executed in connection therewith except as specifically set forth herein.

IN WITNESS WHEREOF, the undersigned, as Owners of the Lots set opposite their respective names, have executed this Amendment No. 1 as of the date and year first written above.

[ *Signature pages follow* ]



SIGNATURE PAGE TO AMENDMENT NO. 1 TO AMENDED AND RESTATED  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

Dated effective June 24, 2002.

The undersigned, being the owners of the Lot identified opposite their names, do hereby consent to the foregoing Amendment No. 1 to Amended and Restated Declaration of Covenants, Conditions and Restrictions:

Lot 2, The Lindens, a Replat of Lot 123,  
Linden Park, a subdivision located in Douglas  
County, Nebraska as surveyed, platted and  
recorded

Janet D. Miller  
Janet D. Miller, Trustee

STATE OF NEBRASKA     )  
                                  ) SS.  
COUNTY OF DOUGLAS    )

Acknowledged before me this 24 day of June, 2002, by Janet D. Miller, Trustee.

Janet M. Nelson  
Notary Public

