

AMENDED
PROTECTIVE COVENANTS
OF
HILL WEDGE ACRES

1. The Protective Covenants of Hill Wedge Acres filed for record at Book 723 Page 485 through 490 of the office of the Registrar of Deeds of Douglas County are hereby amended to provide as hereinafter set out.

2. These covenants shall run with the land and shall be binding upon all present and future owners of all or any part of the following described property:

Lot 8, Florence Acres, an Addition to the City of Omaha, in Douglas County, Nebraska, AND That part of the Northeast Quarter of the Northeast Quarter lying north and west of Ponca Creek, All of the Northwest Quarter of the Northeast Quarter, The Northeast Quarter of the Northwest Quarter, except 1.15 acres lying south of Ponca Creek, That part of the Southeast Quarter of the Northwest Quarter lying north of Ponca Creek, and That part of the Southwest Quarter of the Northeast Quarter lying north of Ponca Creek, All in Section 18, Township 16 North, Range 13 East of the 6th P.M., in said County of Douglas, State of Nebraska, and which includes all of Douglas County Tax Lot 3 in said Section 18 except that part of the Northeast Quarter of the Northwest Quarter thereof lying South of Ponca Creek.

3. Violation of threatened or attempted violation of any of these covenants by the present or future owners or users of any of said real estate shall give to and vest in any other owner of owners of any part of said real estate the right to bring and prosecute any and all suits, actions and proceedings at law or in equity to prevent and restrain such violation or threatened or attempted violation, to recover damages therefor, and to seek and recover such other relief and remedies as law or equity allows.

4. Invalidation of any one or more of these covenants by final order of any court of competent jurisdiction shall not affect the validity and enforceability of the other covenants herein contained.

5. Said real estate shall be used only for single-family residential purposes, and no structures of any kind shall be erected, altered, placed or permitted to remain on any part of the said real estate, other than one detached single-family dwelling not less than one story in height together with accessory outbuildings for residential use except that earth homes approved by the developers may be built in accordance with paragraph 5(b).

(a) Where lots are improved with single-family dwellings, the following minimums shall be required for finished living area exclusive of open porches, breezeways and garages: Not less than 1400 square feet on the ground floor for a one-story house; 1600 square feet minimum throughout the house for a bi-level, tri-level, split-entry, 1-1/2 stories or taller house.

(b) Earth homes and berm homes may be constructed on suitable lots upon receiving the prior written approval therefor from the developers or their designee.

6. Except as hereinafter provided, no buildings shall be erected, located or permitted to remain:

(a) Nearer to any lot line than 75 feet.

(b) The foregoing restrictions may be waived in whole or in part by the developers or their designee, if the developers, in their sole discretion, determine that it is necessary or advisable to do so.

7. No structure of any kind shall be commenced, erected placed or altered on any Tract unless and until at least two copies of the plans and specification therefor and the plot plan showing location and elevations of structures and finish grades including the driveway access to the private access road have been submitted to and received prior written approval of the developers or their designee, as to conformity and harmony of exterior design, location and grades with then existing structures on other portions of said real estate. One copy of said plans shall be retained by the above mentioned party. Written approval or disapproval of a submitted design, shall be given within thirty (30) days after submission of plans, specifications and plot plan.

8. No noxious or offensive activities shall be carried on upon any part of said real estate, nor shall anything be done thereon which may be or become an annoyance or nuisance to other owners or occupants of said real estate. No trailer, basement, basement house, tent, shack, barn or other outbuildings erected on said real estate shall at any time be used as a residence, temporarily or permanently. No animals, livestock or poultry of any kind shall be raised, brought or kept on said real estate, except that dogs, cats or other household pets and riding horses or ponies are permitted, provided they are not kept, bred or maintained for commercial purposes. All buildings, outbuildings, structures and improvements shall be properly maintained at all times. No noxious weeds shall be permitted and an appropriate eradication program therefor shall be maintained. Grass or cover crops shall be maintained on all land and all weeds, grass and cover crops shall be mowed regularly and weeds shall not be allowed to go to seed. No debris, junk or unsightly accumulation of materials shall be allowed on any tract of ground covered by these covenants.

9. An easement for utilities and a private access road is hereby reserved over and across each Tract as shown on the attached Exhibit "A".

10. There is hereby reserved an easement for the future construction and maintenance of utilities over and across each of the ten (10) tracts contained within the boundaries of the above described real estate. In the event any Tract owner shall construct or commence constructing any building or improvements prior to the exact location of such easements being determined, then such easement shall be located in such a manner as to not interfere with such construction, buildings or improvements. In the event the exact location of such utility easements are not determined prior to March 1, 1986 then the easement herein reserved shall expire and be of no further force or effect.

11. In the event Douglas County, the State of Nebraska or the City of Omaha or any agency thereof have jurisdiction shall at any time in the future desire to extend the private access road to the East to connect said private access road to a public street or road, then an easement is hereby reserved over the following portions of tracts 7 and 8 for the purpose of construction, maintenance and use of a public road, to-wit:

(a) That part of Tract 8 described as follows:

Beginning at the Southeast corner of Tract 8 thence North $78^{\circ}31'21''$ West, a distance of 33'; thence North $11^{\circ}28'39''$ East to a point on the North lot line of said Tract 8; thence $N89^{\circ}34'53''$ East to the Northeast corner of Tract 8; thence $S11^{\circ}28'39''$ West a distance of 669.39' to the point of beginning.

(b) That part of Tract 7 described as follows:

Beginning at the Southeast corner of Tract 8; thence $E11^{\circ}28'39''$ S a distance of 33'; thence $N11^{\circ}28'39''$ E to a point 50' South of the North lot line of Tract 7; thence due West to a point on the West lot line of Tract 7; thence $S11^{\circ}28'39''$ W a distance of 669.39' to the point of beginning and the North 50' of Tract 7.

The private access road is hereby dedicated to public use effective upon the date the City of Omaha, Douglas County or the State of Nebraska shall undertake the maintenance thereof.

12. There is hereby established the Hill Wedge Acres Owners Association consisting of the owners of each Tract of land contained within the boundaries of the above described real estate. The lot owners shall meet on April 1, 1985 at the call of one or more owners. At the meeting, the owners shall elect a President,

Secretary and such other officers for the owners association as they shall determine to be necessary and expedient. At the meeting, the owners may adopt such rules, regulations and procedures as they deem necessary or expedient to reasonably carry out the terms and requirements of these covenants.

The presence in person or by proxy of a majority of the owners shall constitute a quorum at all meetings of the association of lot owners. Each legal title owner shall have one (1) vote at such meeting for each matter voted upon, and in the event of multiple ownership of any lot, there shall be only one vote per lot.

At the first meeting, the owners shall have the power to, and be responsible for, the following:

(a) Preparation of an annual budget for the projected costs of maintaining the private access road. There shall also be established the contribution of each owner required to meet the expenses of the annual budget. Except as herein-after set out in paragraph 17(b), each owner shall be required to pay a pro rata share of the cost of maintaining the private access road. The pro rata share shall be determined on a per lot basis and not on an acreage basis. The owners shall establish whether such assessments are to be paid in installments or in one lump sum and shall establish the dates for paying the same.

(b) The owner of Tract 10 (Lot 8, Florence Acres) shall not be required to pay any assessments or make any contributions for the maintenance or upkeep of the private access road until such time as the owner thereof shall connect a driveway to said private access road.

(c) Any assessments that are not paid when due shall constitute a lien against the Tract charged therewith until paid. Either the owners association or any individual owner shall have the right to enforce the provisions for the payment of assessments to maintain said private access road.

(d) The owners association shall make provisions for the care, upkeep and maintenance of the private access road.

(e) In the event any owner of any tract does not maintain a weed eradication program as required by paragraph 8 of these Covenants, then the owners association shall have the right to enter upon such tract to spray or mow weeds and shall assess the owner of such tract for the cost of such spraying or mowing. Such assessment shall be a lien upon such Tract until paid.

(f) The owners association may delegate to one or more of their members the authority to hire and dismiss the personnel

or contractors necessary for the care, upkeep and maintenance of the private access road.

(g) All assessments shall be collected by the Secretary of the owners association and the proceeds therefrom shall be deposited in a separate bank depository to be approved by the association. Said assessments shall be used only to pay for the care, upkeep and maintenance of the private access road and right of way and enforcement costs of these covenants.

13. Except for utility easements, road access easements and right of ways, which are perpetual, these covenants may be amended after March 1, 1987 by vote of seven (7) of the legal titleholders of the ten (10) Tracts contained in the above described real estate at a meeting called by any owner for that purpose. Each legal title owner shall have one (1) vote for each Tract owned at such meeting, and in the event of multiple ownership of any Tract, there shall be only one (1) vote per Tract. Prior to March 1, 1987 these covenants may be amended unilaterally by the developers, or their designee, if they, in their sole discretion, deem it necessary or advisable to do so.

IN WITNESS WHEREOF, we have set out hands this 26 day of June, 1985, binding ourselves and our heirs.

Jim L. Kuhn
JIM L. KUHN, Developer

John S. Liakos
John S. Liakos, Developer

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