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PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS: WHEREAS, _____

Byron Reed Company, Inc.,

a Corporation, organized and existing under and by virtue of the laws of the State of Nebraska, hereinafter referred to as the Company, is the owner of the following described real estate, to-wit:

Lots One (1) through Sixteen (16), Block One (1),
Lots One (1) through Ten (10), Block Two (2), Lots
One (1) through Twenty-four (24), Block Three (3),
Lots One (1) through Twenty (20), Block Four (4),
Lots One (1) through Eighteen (18), Block Five (5),
Lots One (1) through Fifteen (15), Block Six (6),
and Lots One (1) through Eight (8), Block Seven (7),
Woodhaven, an addition to Lincoln, Lancaster County;

hereinafter referred to as the Properties; and

Outlot "A", Outlot "B" and Outlot "C", Woodhaven,
an addition to Lincoln, Lancaster County, Nebraska;

hereinafter referred to as the Commons; and

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XVI.

The Corporation hereby covenants, and each member of the Corporation by the acceptance of a deed by which the interest requisite for membership in the Corporation is acquired, shall be deemed to covenant to maintain the Commons, which covenants by the members shall be satisfied by the payment of annual and special assessments for the administration and maintenance of the Commons. Such annual and special assessments shall be a lien upon the lots against which such assessments are made and shall also be the personal obligation of the member who is, or was, the record owner of the lot assessed at the time of such assessment.

XVII.

The Corporation hereby covenants to maintain each common driveway serving three or more lots. Each member of the Corporation, who is the record owner of a lot which has access to a street by way of such a common driveway, shall be deemed to covenant to maintain such common driveway. The covenants by such members may be satisfied by the payment of annual and special assessments for the maintenance of such common driveways. Such annual and special assessments shall be a lien upon the lots against which such assessments are made and shall also be the personal obligation of the member who is, or was, the record owner of the lot assessed at the time of such assessment.

XVIII.

The lien of any annual and special assessments shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the lot against which such assessment is made.

XIX.

No annual or special assessment for the administration and

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maintenance of the Commons shall be established, assessed, levied or collected by the Corporation until such time as legal title to the Commons has been conveyed to the Corporation. Annual assessments shall be made by the Board of Directors of the Corporation. Special assessments for capital improvements may be made by the Board of Directors, provided however, that such special assessment shall have been approved by the affirmative vote of two-thirds of the members affected and entitled to vote, present in person or by proxy, at a regular meeting of the members or at a special meeting of the members, provided notice of such special assessment be contained in the notice of such special meeting.

XX.

These covenants and restrictions shall run with the land and shall be binding upon and enforceable by the Company, all persons claiming under the Company, and their respective heirs, executors, administrators, successors and assigns for a period of twenty-five (25) years from and after the date of recordation of these covenants and restrictions, after which time these covenants and restrictions shall be automatically extended for successive periods of ten (10) years. These covenants and restrictions may be terminated or modified, at any time, by an instrument executed by the owners of two-thirds of the lots within Woodhaven, agreeing to a termination or modification thereof.

XXI.

The enforcement of these covenants and restrictions shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any provision or provisions hereof. Such proceedings may be to restrain such violation, or to recover damages and, by the Corporation, may be to enforce any lien

