

2405

AMENDED PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS: WHEREAS, Byron Reed Company, Inc., a Corporation, hereinafter referred to as the Company, and Pedersen Construction Company, a Corporation, are the owners of the real estate hereinafter described following their respective names:

Byron Reed Company:

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) and Two (2) and Lots Five (5) 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, Nebraska;

Pedersen Construction Company:

Lots Three (3) and Four (4), Block Four (4), Woodhaven, an addition to Lincoln, Lancaster County, Nebraska;

hereinafter referred to as the Properties; and

WHEREAS, Byron Reed Company, Inc. is the owner of the real estate described as follows:

Outlots A, B, C, and D, Woodhaven, an addition to Lincoln, Lancaster County, Nebraska

hereinafter referred to as the Commons; and

WHEREAS, the Properties have been subdivided into lots and blocks for residential building sites as shown on the final plat of _____ Woodhaven _____; and

WHEREAS, _____ Byron Reed Company, Inc. and _____ Pedersen Construction Company _____, desire to create upon the Properties a residential community; and

WHEREAS _____ Byron Reed Company, Inc. and _____ Pedersen Construction Company _____, desire to establish a uniform plan for the development of such residential community; and

2405
WHEREAS, Byron Reed Company, Inc. and

Pedersen Construction Company, desire to provide for parks, playgrounds and recreational areas and facilities within the Commons; and

WHEREAS, there has been incorporated under the laws of the State of Nebraska a nonprofit corporation under the name and style of Woodhaven, Inc.

for the purpose of enforcing the covenants and restrictions created and established against and upon the Properties and for the purpose of administering and maintaining the Commons; and

WHEREAS, on the 14 day of FEBRUARY, 1973, Byron Reed Company, Inc. created, established and adopted Protective Covenants against and upon the Properties, which Protective Covenants were recorded on the 20 day of FEBRUARY, 1973, as Instrument No. 72-3055 in the office of the Register of Deeds of Lancaster County, Nebraska.

NOW THEREFORE, Byron Reed Company, Inc. and Pedersen Construction Company do hereby terminate said Protective Covenants dated the 14 day of FEBRUARY, 1973, and do hereby create, establish and adopt the following covenants and restrictions against and upon the Properties.

I.

No building placed or constructed on any lot within the Properties shall be used other than for residential purposes, nor shall any unimproved lot within the Properties be used other than for residential purposes.

II.

Any building constructed upon any lot within the Properties shall be completed within six (6) months from and after the commencement of construction.

III.

The enclosed living area of any residence constructed upon any lot within the Properties shall be not less than 1100 square feet. The front elevation of any concrete foundation shall not be exposed.

IV.

The Company reserves to itself, its successors and assigns, the exclusive rights to establish grades and slopes upon all lots

2405
shall be used as either a temporary or permanent residence.

VII.

No noxious or offensive activity shall be carried on or permitted upon any lot within the Properties, nor shall anything be done thereon which is or may become an annoyance or nuisance to the neighborhood or shall endanger the health or unreasonably disturb the quiet of the owners or occupants of adjoining lots.

VIII.

No advertising signs, billboards, or other advertising device shall be erected, placed or permitted on any lot within the Properties, provided that the Company may place signs advertising lots within the Properties for sale upon any lot owned by the Company and, provided further, that a sign advertising a single lot for sale may be placed upon such lot by the owner thereof.

IX.

No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot within the Properties except household pets, provided that such household pets shall not be raised, bred or kept for any commercial purpose.

X.

The Company reserves to itself, its successors and assigns, easements over and upon each lot within the Properties as shown on the recorded plat of Woodhaven.

XI.

Every person or entity who is or shall become a record owner of a fee or undivided fee interest in any lot within

Woodhaven, shall be a member of Woodhaven, Inc.

hereinafter referred to as the Corporation, provided however, that

2405

any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a member.

XII.

Each member of the Corporation shall be entitled to all the rights of membership and to one vote for each lot in which the interest requisite for membership is held.

XIII.

The Company shall convey the Commons to the Corporation at such time as the initial development thereof has been completed.

XIV.

Each member of the Corporation shall have the right to use and enjoy the Commons and shall have an easement over and upon the Commons for the use and enjoyment thereof, which shall be appurtenant to and shall pass with the interest requisite for membership.

XV.

The rights and easements of the members of the Corporation in and upon the Commons shall be subject to the following:

- A. The right of the Company and the Corporation to borrow money for the purpose of improving the Commons and in aid thereof to mortgage the Commons. In the event of a default upon any such mortgage the lender shall have the right, after taking possession of the Commons, to charge admission and other fees as a condition of the continued enjoyment of the Commons by the members, and if necessary, to open the Commons to a wider public until the mortgage debt shall be satisfied, whereupon the possession of the Commons shall be returned to the Corporation and all rights of the members hereunder shall be fully restored.
- B. The right of the Corporation to take such

2405

steps as are reasonably necessary to protect the Commons against foreclosure.

C. The right of the Corporation, as provided in its Articles of Incorporation and Bylaws to suspend the enjoyment rights of any member for any period during which any assessment remains unpaid, and for any period not to exceed thirty (30) days for any infraction of the published rules and regulations governing the use of the Commons.

D. The right of the Corporation to charge reasonable admission and other fees for the use of the Commons.

E. The right of the Corporation to dedicate or transfer all or any part of the Commons to any public agency, authority, or utility and subject to such conditions as may be agreed to be the members, provided however, that any such dedication or transfer shall be approved by the affirmative vote of two-thirds of the members 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 the proposed dedication or transfer be contained in the notice of such special meeting.

XVI.

Each member of the Corporation, who is the record owner of a lot which has access to a street by way of a common driveway, shall have an easement over and upon such common driveway for ingress and egress from and to such street, which shall be appurtenant to and shall pass with the interest requisite for membership.

2405

XVII.

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, maintenance or improvement 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.

XVIII.

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.

XIX.

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.

XX.

No annual or special assessment for the administration, maintenance or improvement 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 may be made by the Board of Directors,

2405

provided however, that any special assessment for capital improvements 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.

XXI.

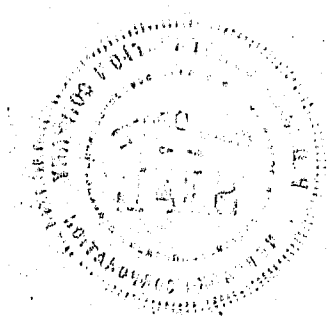
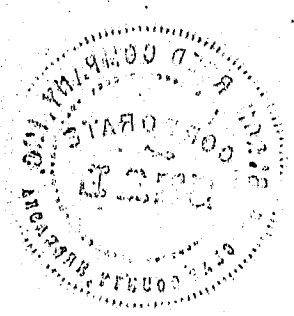
Any wall placed or constructed on any common lot line between two adjoining lots within the properties shall be a party wall. Any expense of structural repair, replacement or reconstruction of a party wall or of the protection of a party wall against the natural elements shall be borne equally by the members who are the record owners of such adjoining lots. The provisions of this paragraph shall not operate to relieve any member from any liability which such member may incur by reason of negligent or willful acts or omissions resulting in the damage or destruction of a party wall.

XXII.

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.

XXIII.

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



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72
76
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LANCASTER COUNTY NEBR.
Kenneth L. Ferguson
REGISTER OF DEEDS

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NUMERICAL INDEX
FILED FOR RECORD AS:

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INST. NO. 74-

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*Penson, G.
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