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PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS: WHEREAS, _____

Buckingham Development Company _____,

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 Seventeen (17), Block One (1), Lots One (1) through Seven (7), Block Two (2), Lots One (1) through Thirty-one (31), Block Three (3), Lots One (1) through Twenty-five (25), Block Four (4), Lots One (1) through Ten (10), Block Five (5), Lots One (1) through Sixty-nine (69), Block Six (6), Lots One (1) through Fifty-seven (57), Block Seven (7), Lots One (1) through Ninety-six (96), Block Eight (8) and Lots One (1) through Eleven (11), Block Nine (9), Buckingham South, Lincoln, Lancaster County, Nebraska,

hereinafter referred to as the Properties; and

Outlots A, B, C, D, E, F, G and H, Buckingham South, 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 Buckingham South; and

WHEREAS, Buckingham Development Company desires to create upon the Properties a residential community; and

WHEREAS, Buckingham Development Company desires to establish a uniform plan for the development of such residential community; and

WHEREAS, Buckingham Development Company desiresto 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 Buckingham South, Inc. for the purpose of enforcing the covenants and restrictions created and established against and upon the Commons.

NOW THEREFORE, Buckingham Development Company does 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 or church purposes, nor shall any unimproved lot within the Properties be used other than for residential or church purposes.

II.

Any building constructed upon any lot within the Properties shall be completed within twelve (12) months from and after the commencement of construction.

III.

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

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within the Properties and to fix the grade at which any building shall be placed or constructed upon any lot in conformity with the general plan for the development of Buckingham South. Plans for any building to be placed or constructed upon any lot within the Properties shall be submitted to the Company and shall show the size, exterior material, design and plot plan for the building and shall indicate the location of all buildings upon the lot. One set of such plans, signed by the owner of the lot, shall be left on permanent file with the Company. The construction of the building shall not be commenced unless and until written approval of the plans for the building has first been secured from the Company and shown upon the abstract of title to the lot. Written approval or disapproval of such plans shall be given by the Company within thirty (30) days from and after the receipt thereof. Approval of such plans shall not be unreasonably withheld, and in the event of the disapproval of such plans, a written statement of the grounds for such disapproval shall be given to the owner of the lot. The Company reserves to itself, its successors and assigns, the exclusive right to approve or reject any such plans, if in its opinion either the size, material or plot plan do not conform to the general standard and value of development in Buckingham South.

IV.

All buildings within the Properties shall be constructed in conformity with the requirements of the applicable building codes of the City of Lincoln, Nebraska, and public sidewalks shall be installed as required by the City of Lincoln, Nebraska.

V.

No partially completed dwelling or temporary building and no trailer, tent, shack or garage on any lot within the Properties

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shall be used as either a temporary or permanent residence.

VI.

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.

VII.

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.

VIII.

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.

IX.

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 Buckingham South.

X.

Every person or entity who is or shall become a record owner of a fee or undivided fee interest in any lot within Buckingham South, shall be a member of Buckingham South, Inc., hereinafter referred to as the Corporation, provided, however, that

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

XI.

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.

XII.

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

XIII.

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.

XIV.

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

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

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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 by 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.

IV.

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.

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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

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 Buckingham South _____, 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

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or obligation created hereof.

XXII.

The invalidation of any one of these covenants and restrictions shall not affect the validity of the remaining provisions hereof which shall remain in full force and effect.

IN WITNESS WHEREOF, we have hereunto set our Lands this 27th day of June, 19__.

BUCKINGHAM DEVELOPMENT COMPANY,
A Corporation

BY: _____
President

_____
Secretary

STATE OF NEBRASKA)
) ss
LANCASTER COUNTY)

On this 27th day of June, 1973, before me, the undersigned, a Notary Public, in and for said County and State, personally apneared David C. Pierson, President of Buckingham Development Company, a Corporation, to me personally known to be the President and the identical person whose name is affixed to the above instrument and acknowledged the same to be his voluntary act and deed as such officer and the voluntary act and deed of said Corporation and that the Corporate Seal of said Corporation was thereto affixed by its authority.

Witness my hand and Notarial Seal the day and year last above written.

_____
Notary Public

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REGISTER OF DEEDS
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FILED
INST. NO. 73- 12796

Pierson & Pierson