

10-2-78

AMENDED RESTRICTIVE COVENANTS

The undersigned (Owner) is the Owner of the following described real estate:

Lots 1 through 30, Block 1, Lots 1 through 27, Block 2, Lots 1 through 18, Block 3, Lot 1 Block 4, Green Prairie Heights Addition, Lincoln, Lancaster County, Nebraska (properties) and

Areas within the preliminary plat of Green Prairie Heights Addition, to be designated in the future (commons).

Green Prairie Heights, Inc. (Corporation) has been incorporated in Nebraska for the purposes of enforcing the Restrictive Covenants established upon the properties and of administering and maintaining the commons.

The Protective Covenants dated July 20, 1979 and recorded July 31, 1979 as Instrument No. 79-19228 are terminated.

These Restrictive Covenants are established upon the properties.

1. No lot within the properties shall be used other than for residential purposes.
2. Any building placed or constructed upon any lot within the properties shall be completed within six months after the commencement of construction.
3. The Owner shall have the exclusive right to establish grades and slopes for all lots 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 the properties. Plans for any building or other improvement to be placed or constructed upon any lot within the properties shall be submitted to the Owner and shall show the design, size and exterior material for the building or improvement and the plot plan for the lot. One set of plans shall be left on permanent file with the Owner. Construction of the building or improvement shall not be commenced unless written approval of the plans has been secured from the Owner and shown of record. Written approval or disapproval of the plans shall be given by the Owner within 30 days after receipt thereof. Approval of the plans shall not be unreasonably withheld, and upon disapproval, a written statement

of the grounds for disapproval shall be provided. The Owner shall have the exclusive right to disapprove the plan, if in the Owner's opinion the plans do not conform to the general standard of development in the properties. The rights and duties of the Owner under this paragraph shall be assigned to the Corporation when residences shall have been placed or constructed upon three-fourths of the lots within the properties.

4. All buildings within the properties shall be constructed in conformity with the requirements of the applicable building codes of the City of Lincoln, Nebraska. Public sidewalks and street trees shall be installed as required by the City of Lincoln, Nebraska.

5. No partially completed dwelling or temporary building and no trailer, tent, shack or garage on any lot within the properties shall be used as either a temporary or permanent residence.

6. No noxious or offensive activity shall be conducted or permitted upon any lot within the properties, nor anything which is or may become an annoyance or nuisance to the neighborhood or which endangers the health or unreasonably disturbs the quiet of the occupants of adjoining lots.

7. No advertising signs, billboards, or other advertising devices shall be permitted on any lot within the properties. However, the Owner may erect signs advertising lots for sale within the properties, and a sign advertising a single lot for sale may be erected upon any lot.

8. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot within the properties for any commercial purpose.

9. Easements are reserved as shown on the recorded plat of the properties. Any building construction on any lot within the Properties which abuts an easement for pipe lines shall be located not less than 30 feet from the rear lot line of the lot.

10. The owners of Lot 26, Block 2, and Lot 24, Block 1, by the acceptance of a deed to said lots shall be deemed to covenant to maintain the walkways within said lots.

11. Every person or entity who becomes a titleholder of a fee or undivided fee interest in any lot or living unit within the properties shall be a member of the Corporation. However, any person or entity who holds such interest merely as security for the performance of an obligation shall not be a member.

12. The Corporation shall have two classes of membership:

Class A membership shall include all members of the Corporation except the Owner and any successor in interest. Each class A member of the Corporation shall be entitled to all the rights of membership and to one vote for each lot or living unit in which the interest requisite for membership is held. However, no more than one vote shall be cast with respect to any lot or living unit.

Class B membership shall include only the Owner and any successor in interest. The class B member shall be entitled to three votes for each lot or living unit in which the interest requisite for membership is held. However, the class B membership shall be converted to class A membership when the total number of votes entitled to be cast by class A members equals the total number of votes entitled to be cast by the class B member, or on 1st day of May, 1983, whichever first occurs.

13. The Owner shall convey the commons to the Corporation, free from encumbrance, prior to the conveyance of any lot within the properties.

14. Each member of the Corporation shall have the right to use and enjoy the commons and shall have an easement upon the commons for the use thereof, which shall be appurtenant to the interest requisite for membership.

15. The rights and easements of the members of the Corporation shall be subject to:

A. The right of the Corporation to borrow money for the purpose of improving the commons and to mortgage the commons. In the event of default, the mortgagee shall have the right, after taking possession of the commons, to charge admission and other fees as a condition of the continued use of any recreational facilities within commons by the members, and to open the facilities to a wider public until the mortgage debt is satisfied. Any mortgage of the commons shall be approved by

the affirmative vote of two-thirds of each class of 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, if notice of the proposed mortgage is contained in the notice of the special meeting.

B. The right of the Corporation to take any steps reasonably necessary to protect the commons against foreclosure.

C. The right of the Corporation to suspend the enjoyment of the facilities by any member for any period during which an assessment remains unpaid, and for a period not to exceed 30 days for any infraction of the published rules and regulations governing the use of the facilities.

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

E. The right of the Corporation to dedicate or convey all or any part of the commons to any public entity. Any dedication or conveyance shall be approved by the affirmative vote of two-thirds of each class of 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, if notice of the proposed dedication or conveyance is contained in the notice of the special meeting.

16. Each member of the Corporation, who is the titleholder 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.

17. The Corporation covenants and each member of the Corporation, by the acceptance of a deed by which the interest requisite for membership 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. Annual and special assessments shall be uniform as to each lot or living unit within the properties. Each assessment shall be the personal obligation of the member who is, or was, the titleholder of the lot or living unit assessed at the time of the assessment, shall bear interest at the rate of 10 percent per annum until paid and, when shown of record, shall be a lien upon the lot or living unit assessed.

18. The Corporation covenants to maintain any landscape screen, whether composed of structural or live plant material, which is installed as required by the City of Lincoln, Nebraska. Each member of the Corporation who is the titleholder of a lot or living unit on a lot on which a screen is installed shall be deemed to covenant to maintain the screen. The covenants by such members may be satisfied by the payment of annual and special assessments for the maintenance of the screen. Each assessment shall be the personal obligation of the member who is, or was, the titleholder of the lot assessed at the time of such assessment, shall bear interest at the rate of 10 percent per annum until paid, and when shown of record, shall be a lien upon the lot assessed.

19. The lien of any annual or special assessment shall be subordinate to the lien of any mortgage placed upon the lot against which the assessment is levied.

20. No annual or special assessment for the administration, maintenance or improvement of the commons shall be levied by the Corporation until legal title to the commons has been conveyed to the Corporation. Annual and special assessments, other than for capital improvements, may be levied by the board of directors of the Corporation. Any special assessment for capital improvements shall be approved by the affirmative vote of two-thirds of each class of 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, if notice of a special assessment is contained in the notice of the special meeting.

21. These Restrictive Covenants shall run with the land and shall be binding upon and enforceable by the Owner and all persons claiming under the Owner. These Restrictive Covenants may be terminated or modified, in writing, by the owners of two-thirds of the lots within the properties, at any time.

22. The enforcement of these Restrictive Covenants may be by proceedings at law or in equity against any person violating or attempting to violate any provision hereof. The proceedings may be to restrain the violation, or to recover damages and, by

the Corporation, may be to enforce any lien or obligation created hereby.

23. The invalidation of any one of these Restrictive Covenants shall not affect the validity of the remaining provisions hereof.

Dated June 9, 1980.

HUB HALL COMPANY

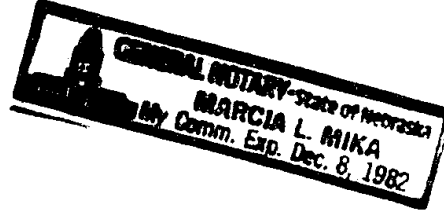
By: *Hubert H. Hall*
President

STATE OF NEBRASKA)
) ss
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 9th day of June, 1980, by HUBERT H. HALL, President of HUB HALL COMPANY, a Nebraska Corporation, on behalf of the Corporation.

Marcia L. Mika
Notary Public

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