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AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR LINDENWOOD AND RATIFICATION OF
LINDENWOOD REPLAT

THIS AMENDMENT is made as of this 19 day of August, 1991, by ROYAL HOMES, INC., a Nebraska corporation, ("Declarant").

RECITALS:

- A. The original Declaration of Covenants, Conditions, Restrictions and Easements for Lindenwood and Ratification of Lindenwood Replat ("Declaration") was executed on July 24, 1990 and filed in the Office of the Register of Deeds of Douglas County, Nebraska, on July 27, 1990 in Book 932 of Miscellaneous Records at Page 615-621.
- B. This Amendment to the Declaration hereby incorporates all of the recitals, easements, covenants, restrictions and conditions set forth in the original Declaration referenced above.
- C. Declarant seeks to amend the original Declaration by adding a paragraph 8 which will state as follows:

8. Telecommunications Facilities Agreement.

A telecommunication facilities installation agreement was entered into between Northwestern Bell Telephone Company and Royal Homes, Inc. on April 8, 1991. Pursuant to the agreement, if ninety percent (90%) of the lots in Lindenwood Replat are not improved within five (5) years from the date the feeder and distribution facilities are installed in Lindenwood Replat, then the owner at that time of any unimproved lot shall owe Northwestern Bell or its successors Four Hundred Fifty (\$450.00) Dollars for each lot that is unimproved, in payment of Northwestern Bell's unused facilities. The facility charge shall be due and owing immediately upon the expiration of the five (5) year period, and if such charge is not paid within sixty (60) days after the sending of written notice by Northwestern Bell or its successors to the owner of an unimproved lot in Lindenwood Replat that such charge is due, then said charge will begin drawing interest commencing upon the expiration of the sixty (60) day period at the rate of twelve percent (12%) per annum or the maximum rate allowed by law if said maximum rate is less than twelve percent (12%) at that time.

IN WITNESS WHEREOF, Declarant and Ratifiers have executed this Amendment as of the 19 day of August

16668
1991

ROYAL HOMES, INC., Declarant

By: Barry A. Broder
Barry A. Broder, President

Barry A. Broder
Barry A. Broder, Ratifier

John R. Greguska
John R. Greguska, Ratifier

Anne B. Broder
Anne B. Broder, Ratifier

Larry P. Nyffeler
Larry P. Nyffeler, Ratifier

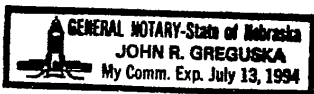
Howard J. Friedman
Howard J. Friedman, Ratifier

RECEIVED
AUG 20 4 21 PM '91
GEORGE L. BUCLEWICZ
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

BK 915
PG 364-366
OF 212
FEE 11.00
MC-22598
MC-22599

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

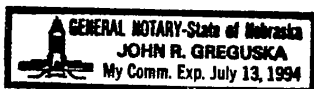
The foregoing was acknowledged before me, a Notary Public, by Barry A. Broder, President of Royal Homes, Inc., on behalf of such corporation on 8-19-91, 1991.



John R. Greguska
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

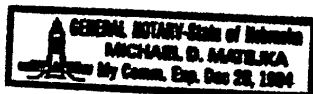
The foregoing was acknowledged before me, a Notary Public, by Barry A. Broder on 8-19-91, 1991.



John R. Greguska
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

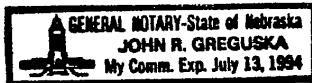
The foregoing was acknowledged before me, a Notary Public, by John R. Greguska on August 19, 1991.



Michael D. Matelka
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

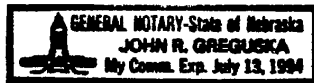
The foregoing was acknowledged before me, a Notary Public, by Anne B. Broder on 8-19-91, 1991.



John R. Greguska
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

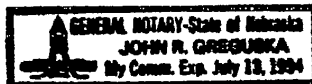
The foregoing was acknowledged before me, a Notary Public, by Larry P. Nyffeler on 8-17-91, 1991.



John R. Greguska
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing was acknowledged before me, a Notary Public, by Howard J. Friedman on 8-19-91, 1991.



John R. Greguska
Notary Public

Exhibit "A"

Lots 1 through 104, inclusive, and outlots 1, 2 and 3 of Lindenwood Replat, as surveyed, platted and recorded, Douglas County, Nebraska.