

Please record and return to: Timothy F. Clare, Rembolt Ludtke LLP, 1128 Lincoln Mall, Ste. 300, Lincoln, NE 68508

SECOND ADDENDUM TO FIRST AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS OF PRAIRIE VILLAGE NORTH 6TH ADDITION TOWNHOMES

WHEREAS, Tuscany Townhomes, LLC, a Nebraska limited liability company (the “Declarant”), is the owner of Lots 1 through 10; Block 1; and Lots 1 through 10, Block 2; all located in Prairie Village North 11th Addition, Lincoln, Lancaster County, Nebraska (the “Additional Property”); and

WHEREAS, Declarant desires to add the Additional Property to the definition of “Property” contained in the First Amended and Restated Declaration of Covenants and Restrictions of Prairie Village North 6th Addition Townhomes, which was filed of record with the Lancaster County Register of Deeds on June 4, 2015, as Instrument No. 2015022737 against Lots 1 through 18, Block 1; Lots 1 and 2, Block 2; and Lots 1 through 12, Block 3, all located in Prairie Village North 6th Addition, Lincoln, Lancaster County, Nebraska, and which said declaration was amended pursuant to an Addendum to First Amended and Restated Declaration of Covenants and Restrictions of Prairie Village North 6th Addition Townhomes filed of record with the Lancaster County Register of Deeds on June 6, 2016, as Instrument No. 2016021598 (as amended, the “Declaration”).

WHEREAS, the Declaration expressly reserves to Declarant the right to add contiguous or adjacent real estate to the Property; and

WHEREAS, the Declaration expressly reserves to Declarant the right to amend the Declaration for a period of ten (10) years;

NOW, THEREFORE, Declarant does hereby amend the Declaration as follows:

1. The term “Property” shall be deemed to include the Additional Property, hereby subjecting the Additional Property to the covenants, restrictions, easements, conditions, charges, and liens contained in the Declaration, which is attached hereto as Exhibit “A”, and incorporated herein by reference.

2. All the terms and provisions of the Declaration, as amended by this Addendum, shall remain in full force and effect.

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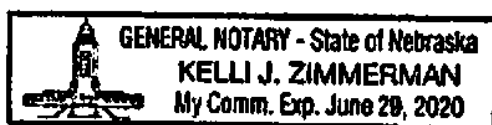
EXECUTED this 10th day of March, 2017.


Tuscany Townhomes, LLC,
a Nebraska limited liability company

By: Blake Collingsworth
Blake Collingsworth, Manager

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 10 day of March, 2017, by Blake Collingsworth, manager of Tuscany Townhomes, LLC, on its behalf.




Notary Public

Inst # 2015022737 Thu Jun 04 15:44:04 CDT 2015
Filing Fee: \$64.00
Lancaster County, NE Assessor/Registrar of Deeds Office
Cooks Office ANDCOV
Page 18



Record and return to Timothy F. Clars, Rembolt Ludtke LLP, 1128 Lincoln Mall, Ste. 300, Lincoln, NE 68508

**FIRST AMENDED AND RESTATED
DECLARATION OF COVENANTS AND RESTRICTIONS OF
PRAIRIE VILLAGE NORTH 6TH ADDITION TOWNHOMES**

This First Amended and Restated Declaration of Covenants and Restrictions of Prairie Village North 6th Addition Townhomes (the "Declaration") is made this 5 day of June, 2015, by Tuscany Townhomes, LLC, a Nebraska limited liability company ("Declarant").

RECITALS

A. On April 1, 2015, a document entitled Declaration of Covenants and Restrictions of Prairie Village North 6th Addition Townhomes (hereinafter, the "Original Declaration"), was filed with the office of the register of deeds of Lancaster County, Nebraska, as Instrument No. 2015012139.

B. Section 2 of Article II of the Original Declaration provides that Declarant may add additional contiguous or adjacent real estate to the Property at any time, without the consent of the Members or the Association, and Declarant desires to add additional contiguous or adjacent real estate to the Property.

C. Section 2 of Article VII of the Original Declaration provides that for a period of ten (10) years following March 27, 2015, and for so long as Declarant shall own one or more Lots during such time period, Declarant shall have the sole, absolute and exclusive right and discretion to amend the Declaration

D. This Declaration amends and supersedes the Original Declaration in its entirety and applies to the Property described on Exhibit A of this Declaration.

NOW, THEREFORE, Declarant hereby declares that the Property shall be subject to the following covenants, restrictions, easements, conditions, charges, and liens (hereinafter referred to as "Covenants and Restrictions"), which are for the purpose of providing services to, and protecting the value, desirability and attractiveness of, and shall run with title to, the Property and Lots and be binding on all parties having any rights, title, or interest in the herein described real property or any portions thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE I – DEFINITIONS

Definitions. Unless the context clearly indicates to the contrary, the capitalized terms in this Declaration shall have the following definitions:

- (a) “Association” shall mean and refer to the PVN Townhome Association, its successors and assigns. The Association is incorporated as a Nebraska nonprofit corporation.
- (b) “Board of Directors” or “Directors” shall mean and refer to the board of directors of the Association.
- (c) “Bylaws” shall mean and refer to the Bylaws of the Association, as amended from time to time.
- (d) “Covenants” shall mean and refer to the Restrictive Covenants filed on March 27, 2015, as Instrument No. 2015011382.
- (e) “Declarant” shall mean and refer to Tuscan Townhomes, LLC, a Nebraska limited liability company, its successors and assigns (other than the purchaser of a Lot).
- (f) “Governing Documents” shall mean and refer collectively and severally to the Covenants, this Declaration, the Articles of Incorporation, and the Bylaws of the Association, all as may be duly amended from time to time.
- (g) “Living Unit” shall mean and refer to any structure or portion of a structure situated upon the Property designed and intended for use and occupancy as a residence by a Single Family and for which a Certificate of Occupancy has been issued by the applicable governmental entity.
- (h) “Lot” shall mean and refer to a portion of the Property designated as a separate subdivided lot of record on a plat of subdivision, consolidation, or boundary-line adjustment of a portion of the Property, recorded among the land records of Lancaster County, Nebraska or any other plot of land shown upon any recorded subdivision plat of the Property, occupied or intended for occupancy by one Living Unit.
- (i) “Master Association” shall mean and refer to the PVN Homeowners Association.
- (j) “Member” shall mean and refer to each person or entity who is a member of the Association.
- (k) “Notice” shall mean and refer to (i) written notice delivered personally or mailed to the last known address of the intended recipient; or (ii) notice published in two consecutive issues of the newsletter of the Association, if any, which is delivered personally or mailed to the address of record for the Owner.
- (l) “Occupant” shall mean and refer to a resident of a Living Unit, including tenants and contract purchasers who reside in the Living Unit.
- (m) “Owner” shall mean and refer to the record holder of the fee simple title to any Lot which is a part of the Property, whether referring to one person, trustee, or entity or collectively to more than one person, trustee, or entity who have joint ownership of a Lot. The term “Owner”

shall include contract sellers, but shall not include those having an interest merely as security for the performance of an obligation or by virtue of a contract to purchase a Lot.

(n) "Property" shall mean and refer to all real property that is subjected to the Declaration and all improvements now or hereafter existing thereon. The Property consists of the real property described in Exhibit A hereto.

(o) "Single Family" shall mean and refer to one or more persons immediately related by blood, marriage, or adoption and living as a single housekeeping unit. A single family may include, in addition, not more than two persons who are unrelated.

ARTICLE II -- PROPERTY SUBJECT TO THIS DECLARATION

Section 1. The Property. The Property is, and shall be held, transferred, sold, conveyed, and occupied subject to this Declaration and all covenants, restrictions, conditions, easements, charges and liens set forth herein.

Section 2. Additions. Declarant may add additional contiguous or adjacent real estate, or any real estate subject to the Covenants, to the Property at any time, without the consent of the Members or the Association, provided that the Declaration shall apply equally and uniformly to such additional real estate made subject to this Declaration.

ARTICLE III -- THE ASSOCIATION

Section 1. Organization. The Association shall be organized as a non-profit corporation under the laws of the State of Nebraska and charged with the duties and vested with the power prescribed by law and set forth in the Governing Documents, as the same may be amended from time to time; provided, however, that no other Governing Documents shall be amended for any reason, or otherwise changed or interpreted, so as to be inconsistent with the provisions of this Declaration.

Section 2. Membership. Membership in the Association shall be appurtenant to the Lot giving rise to such membership, and shall not be assigned, transferred, pledged, hypothecated, conveyed, or alienated in any way except as provided in the Governing Documents. Each Owner shall be a Member of the Association and shall have the rights, duties, and obligations set forth in the Governing Documents. The Association shall have two (2) classes of membership, Class "A" and Class "B", as follows:

(a) Class "A". All Owners, other than Declarant, shall be Class "A" Members. Each Class "A" Member shall be entitled to all the rights of membership and to cast one (1) vote for each Lot owned.

(b) Class "B". Declarant shall be the sole Class "B" Member. Each Class "B" Member shall be entitled to all rights of membership and to cast ten (10) votes for each Lot owned.

Any vote held jointly by more than one person may be exercised by any one of them, provided that no protest by any other joint holder of such vote is made prior to the completion of a vote. If such protest is lodged prior to the completion of the vote, the vote for such Member shall not be counted, but the Member whose vote is protested shall be counted as present at the meeting for quorum purposes if the protest is lodged at such meeting. In no event shall more than one vote be cast with respect to any Lot owned by a Class "A" Member.

Section 3. Board of Directors. The Association's Board of Directors shall have all powers to conduct the affairs of the Association which are enabled by law or the Governing Documents and which

are not specifically reserved to Members by the Governing Documents. The number of directors and method of selection of directors shall be as provided in the Bylaws. By way of example, and without limiting the generality thereof, the Board of Directors shall have the power and obligation to perform the following duties:

- (a) **Real and Personal Property.** To acquire, own, hold, improve, maintain, manage, lease, pledge, convey, transfer, or dedicate real or personal property for the benefit of the Members in connection with the affairs of the Association.
- (b) **Assessments.** To adopt a budget and to fix, levy, and collect assessments.
- (c) **Employment of Agents.** To employ, enter into contracts with, delegate authority to, and supervise such persons or entities as may be appropriate to manage, conduct, and perform the obligations and duties of the Association. The Association may contract for the performance of the Association's rights, obligations or responsibilities with any entity or individual, including any entity or individual affiliated with and/or under common ownership with Declarant, provided that such contracts are on fair and reasonable terms.
- (d) **Enforcement of Governing Documents.** To perform acts, as may be reasonably necessary or appropriate, including bringing suit, causing a lien to be filed or foreclosed, and suspending membership rights, for enforcing or effectuating any of the provisions of the Governing Documents.
- (e) **Services.** To engage contractors to provide all Lots with (i) mowing and trimming of grassed areas, (ii) lawn care (fertilizing and chemical application), (iii) snow removal (from walks and drives), (iv) trash removal; and (v) spring startup and fall shutdown of underground sprinkler systems.

ARTICLE IV – MAINTENANCE OF PROPERTY

Section 1. **Maintenance by Owners.** Except for the obligations of the Association with regard to the services to be provided by the Association to the Lots, all Owners shall keep their Lots, and all improvements therein or thereon, including, without limitation, the Living Unit, fences (including privacy fences located on the Lot), patios, individual driveways, and landscaping, in good order and repair, in a clean and sanitary condition, free of debris, all in a manner and with such frequency as is consistent with good property management. The exteriors of all Living Units, including walls, doors, windows, and roofs shall be kept in good maintenance and repair. No Living Unit shall be permitted to stand with its exterior in an unfinished condition for longer than twelve months after the commencement of construction, or in the event of fire, windstorm or other damage, in a damaged condition for longer than six months.

Section 2. **Failure to Maintain – Right to Remove or Correct Violations.** If any Owner shall fail to keep such Owner's Lot or Living Unit in good repair and condition and in a neat and orderly condition consistent with the covenants set forth in the Governing Documents, or otherwise violates the requirements of the Governing Documents, then the same shall be considered to have been undertaken in violation of this Article and without the approval of the Board of Directors required herein, and, upon written notice from the Board of Directors, such violation shall be promptly removed or abated. In the event the same is not removed, or the violation is not otherwise terminated or abated, within twenty (20) days after Notice of such violation is delivered to the Owner of the Lot upon which such violation exists, then the Association shall have the right, through its agents and employees, to enter upon such Lot and take such steps as may be necessary to remove or otherwise terminate or abate such violation and the cost thereof may be assessed as a special assessment against the Lot upon or in which such violation occurred.

When so assessed, a statement for the amount thereof shall be rendered to the Owner of said Lot, at which time the assessment shall become due and payable and a continuing lien upon such Lot, and a binding personal obligation of the Owner of such Lot, in all respects as provided in this Declaration. The Association shall have the further right, through its agents, employees or committees, to enter upon and inspect any Lot at any reasonable time for the purpose of ascertaining whether any violation of the provisions or requirements of this Declaration exists on such Lot, and neither the Association nor any such agent, employee or committee member shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection. Notwithstanding anything else contained in this paragraph to the contrary, the Association shall initiate judicial proceedings before any item of construction shall be altered or demolished.

ARTICLE V – COVENANT FOR ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner by acceptance of a deed to a Lot, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association such annual and special assessments as are established herein and to pay the same in the manner hereinafter provided. All such assessments, together with interest thereon and costs of collection thereof, including attorneys' fees, shall be a charge on each Lot and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest thereon and costs of collection thereof, including attorneys' fees, shall also be the personal obligation of the person(s) who was the Owner of such Lot at the time when the assessment fell due and shall not pass as a personal obligation to his successors in title unless expressly assumed by them. No Owner may waive or otherwise escape liability for the assessments provided for herein by a non-use or waiver of the use or enjoyment of the services provided by the Association, or any portion thereof, or abandonment of the Living Unit or Lot.

Section 2. Annual Assessments.

(a) Purpose and Use of Annual Assessment. The annual assessments levied by the Board of Directors shall be used exclusively to promote the recreation, health, safety, and welfare of the Members of the Association, and, without limitation, may be used to:

- i. Pay administrative and operating expenses of the Association, including any fees and expenses of a manager or management agent.
- ii. Pay insurance premiums for any insurance policies of the Association.
- iii. Pay the expenses related to the provision of services to the Lots, including (i) mowing and trimming of grassed areas, (ii) lawn care (including, without limitation, fertilizing and chemical application, aeration, and leaf removal), (iii) snow removal (from walks and drives), (iv) trash removal; (v) spring startup and fall shutdown of underground sprinkler systems, and (vi) other expenses of services provided to the Lots as approved by the Board of Directors.
- iv. Fund reserves established by the Board of Directors, including, when appropriate, a general operating reserve and a reserve for repair and replacements.
- v. Pay the expenses related to the implementation, administration, and enforcement of this Declaration, including, but not limited to, court costs and attorney's fees.

vi. **Pay any assessments levied by the Master Association against the Lots.**

(b) **Equal Rate of Assessment.** Annual assessments must be levied at a rate which is equal for all Lots. This requirement shall not apply to special assessments.

(c) **Budget for Annual Assessments.** The Board of Directors shall prepare, or cause to be prepared, an annual operating budget for the Association that shall provide for, without limitation, the management and operation of the Association, and the provision of services to the Lots for which the Association is authorized to provide. The Board of Directors shall make reasonable efforts to fix the amount of the annual assessment against each Lot for each assessment period at least thirty (30) days in advance of the commencement of such period. Written notice of the annual assessment shall thereupon be sent to the Members. The omission by the Board of Directors, before the expiration of any assessment period, to fix the amount of the annual assessment hereunder for that or the next period shall not be deemed a waiver or modification in any respect of the provisions of this Article or a release of any Member from the obligation to pay annual assessment, or any installment thereof, for that or any subsequent assessment period, but the annual assessment fixed for the preceding period shall continue until a new annual assessment is fixed. The Association shall upon written demand at any time furnish a certificate in writing signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. The certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

(d) **Payment of Annual Assessment.** The annual assessment, when assessed for each year, shall become a lien on the Lot for the entire annual assessment, and shall be payable in such installments to be determined by the Board. Upon resolution of the Board of Directors, installments of annual assessment may be levied and collected on a monthly, quarterly, semiannual or annual basis. Any Member may prepay one or more installments on any Assessments levied by the Association, without penalty or interest.

Section 3. Special Assessments. The Board of Directors may levy a special assessment for the amounts necessary to meet the cost of maintenance, repair, restoration or deficiency (which cost shall include a management and oversight charge of 10% of the cost of the maintenance, repair, restoration or deficiency), upon any Lot whose Owner fails to maintain such Lot as required by this Declaration.

Section 4. Exempt Property. All Lots owned by Declarant that have not been improved with a Living Unit shall be exempt from assessment.

Section 5. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment installment not paid within thirty (30) days after the due date shall be delinquent. Thereupon, the Association, or the managing agent (if any) at the request of the Board of Directors, shall provide Notice of such delinquency and may, at its option, (i) declare the entire balance of such annual or special assessment due and payable in full; (ii) charge interest from the due date at an annual percentage rate of twelve percent (12%), unless and until a different rate is set by the Board of Directors for each assessment period; (iii) charge a late fee in an amount equal to five percent (5%) of the delinquent installment or such other amount as may be determined by the Board of Directors; (iv) give Notice to the Owner that in the event payment with accrued interest and late fees is not made within thirty (30) days from the date of such Notice, then the lien provided for herein shall be recorded, foreclosed, or both; (v) upon Notice to the Owner of the Lot, suspend the right of such Owner to vote, run for or hold office in the Association until such time as the assessments, accrued interest, penalties and costs of collection have been paid in full; and (vi) bring an action against the Owner of the Lot personally obligated to pay the same and/or foreclosure the lien against the Lot. No remedy reserved to the Association herein is intended to be exclusive of any other remedy or remedies, and each and every remedy shall be cumulative, and shall be

in addition to every other remedy given hereunder or now or hereafter existing at law, in equity or by statute.

Section 6. Lien Requirements: Priorities. An officer of the Association or the Association's legal counsel may execute and file with the Register of Deeds of Lancaster County, Nebraska, a lien for the amount of said assessment, together with interest, late fees and costs of collection, including the Association's attorney's fees incurred in pursuing collection, whether or not suit is filed. Such lien shall state the date of the delinquency of the assessment, the current interest rate, the legal description of the Lot, the name and address of the Owner as last shown on the books and records of the Association, and that the lien shall cover all subsequent unpaid assessments of the Association. The lien established hereby shall bind the Lot(s) and Living Unit(s) of the then Owners, their heirs, devisees and personal representatives, and the personal obligation of the Owners to pay such assessment shall, in addition, remain their personal obligation.

ARTICLE VI – USE OF PROPERTY

(a) **Fences.** No fence may be constructed on a Lot except for a white-vinyl privacy fence, not exceeding six feet in height. A fence may not be constructed on any Lot nearer to the street than the Living Unit located on the Lot, and a fence must have at least one working gate, at least 42 inches wide, to allow access for mowing.

(b) **Parking.** No recreational vehicle, as defined by the Lincoln Municipal Code, shall be parked or stored upon any Lot, except within an enclosed structure, provided that a recreational vehicle may be temporarily parked or stored on a Lot outside of an enclosed structure for a time period not to exceed twenty-four hours at one time, and not to exceed fourteen (14) days per year.

(c) **Dog Kennels.** Dog runs or kennels shall not be permitted.

(d) **Pets.** Each Member shall be responsible for controlling all pets, pet waste removal, and preventing such pets from becoming an annoyance, nuisance or unreasonably disturbing the quiet of any other person. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot for any commercial purpose. No Member shall keep more than two (2) dogs and two (2) cats. The keeping, harboring, or kenneling of the breeds of pit bull terriers, rottweilers, and chows, or any dog with lineage thereof, shall be prohibited. Specific rules, regulations and requirements further implementing this provision (including the banning of individual animals, types or specific breeds) may be adopted upon a two-thirds (2/3) vote of all of the votes of the Members with voting rights 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 change is contained in the notice of the special meeting.

(e) **Accessory Structures.** Accessory structures, such as storage sheds, playhouses, swing sets and basketball goals shall not be permitted except as authorized by the Board.

(f) **Exterior Alterations.** No Owner of a Townhome Lot may modify, alter, or customize, the exterior appearance of the townhome without prior written approval by the Board.

ARTICLE VII – EASEMENTS

Easement for Maintenance and Services. The right of access over, across and through any portion of the Property (excluding occupied Living Units) is hereby granted to the Association, the managing agent (if any) and any other persons authorized by the Board of Directors as may be reasonably necessary to the exercise and discharge of their respective powers and responsibilities, including, without limitation, performance of repairs and maintenance of the sprinkler systems and other improvements located on the Property for which the Association is responsible, and the provision of services, including mowing, lawn care, snow removal, and trash removal, and to correct any condition which violates the Governing Documents. The agents, contractors, officers and Directors of the Association may also enter any portion of the Property (excluding any occupied Living Unit) in order to provide for the upkeep of the areas subject to easements granted to the Association by this Declaration.

ARTICLE VIII – GENERAL PROVISIONS

Section 1. **Duration.** The Covenants and Restrictions of this Declaration shall run with and bind the land for a term of twenty-five (25) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of twenty-five (25) years, unless the Covenants and Restrictions are expressly terminated by an instrument signed by the Owners of not less than eighty percent (80%) of the Lots.

Section 2. **Amendment of Declaration.** For a period of ten (10) years following the date hereof, and so long as Declarant shall own one or more Lots during this time period, Declarant shall have the sole, absolute and exclusive right and discretion to unilaterally amend the Declaration. After such period, or prior to such period if Declarant no longer owns any Lots, any amendment to this Declaration shall require the approval by the Owners of sixty-seven percent (67%) of the Lots. Any amendment shall be made effective by the execution and recordation of such amendment.

Section 3. **Conflict.** In the event of conflict among the Governing Documents, the Master Declaration shall control, then this Declaration, then the Articles, then the Bylaws, and then the Rules; provided, however, that in all cases where the Governing Documents are found to be in conflict with any statute, the statute shall control.

Section 4. **Severability.** Each provision of the Declaration is severable from every other provision, and the invalidity of any one of the provisions of the Declaration by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

This Declaration is signed as of the date first above written.

TUSCANY TOWNHOMES, LLC,
a Nebraska limited liability company

By:

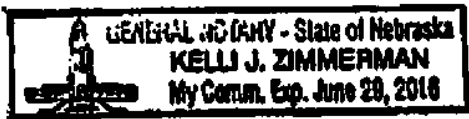

W. Blake Collingsworth, Manager

STATE OF NEBRASKA

)

COUNTY OF LANCASTER) ss.
)

The foregoing First Amended and Restated Declaration of Covenants and Restrictions of Prairie Village North 6th Addition Townhomes were acknowledged before me this 5 day of June, 2015, by W. Blake Collingsworth, Manager of Tuscany Townhomes, LLC, a Nebraska limited liability company, on behalf of the company.



Kelli J. Zimmerman
Notary Public

Exhibit A

The Property subject to this Declaration consists of the following:

Lots 1 through 18, Block 1, Prairie Village North 6th Addition, Lincoln, Lancaster County, Nebraska.

Lots Lot 1 and 2, Block 2, Prairie Village North 6th Addition, Lincoln, Lancaster County, Nebraska.

Lots 1 through 12, Block 3, Prairie Village North 6th Addition, Lincoln, Lancaster County, Nebraska.

Revised

Inst # 2016021598 Mon Jun 06 16:11:54 CDT 2016
Filing Fee: \$76.00
Lancaster County, NE Assessor/Register of Deeds Office
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Office
AMDCOV
Pages 12

Please record and return to: Timothy F. Clare, Rembolt Ludtke LLP, 1128 Lincoln Mall, Ste. 300, Lincoln, NE 68508

**ADDENDUM TO FIRST AMENDED AND RESTATED DECLARATION OF COVENANTS
AND RESTRICTIONS OF PRAIRIE VILLAGE NORTH 6TH ADDITION TOWNHOMES**

WHEREAS, Tuscany Townhomes, LLC, a Nebraska limited liability company (the "Declarant"), is the owner of Lots 11 through 20, Block 1; Lots 11 through 16, Block 2; and Lots 1 through 4, Block 3; all located in Prairie Village North 11th Addition, Lincoln, Lancaster County, Nebraska (the "Additional Property"); and

WHEREAS, Declarant desires to add the Additional Property to the definition of "Property" contained in the First Amended and Restated Declaration of Covenants and Restrictions of Prairie Village North 6th Addition Townhomes, which was filed of record with the Lancaster County Register of Deeds office on June 4, 2015, as Instrument No. 2015022737 (the "Declaration") against Lots 1 through 18, Block 1; Lots 1 and 2, Block 2; and Lots 1 through 12, Block 3, all located in Prairie Village North 6th Addition, Lincoln, Lancaster County, Nebraska; and

WHEREAS, the Declaration expressly reserves to Declarant the right to add contiguous or adjacent real estate to the Property; and

WHEREAS, the Declaration expressly reserves to Declarant the right to amend the Declaration for a period of ten (10) years;

NOW, THEREFORE, Declarant does hereby amend the Declaration as follows:

1. The term "Property" shall be deemed to include the Additional Property, hereby subjecting the Additional Property to the covenants, restrictions, easements, conditions, charges, and liens contained in the Declaration, which is attached hereto as Exhibit "A", and incorporated herein by reference.

2. All the remaining terms and provisions of the Declaration, as amended by this Addendum, shall remain in full force and effect.

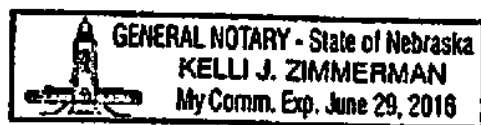
EXECUTED this 1 day of June, 2016.

Tuscany Townhomes, LLC,
a Nebraska limited liability company

By: [Signature]
Blake Collingsworth, Manager

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 1 day of June, 2016, by
Blake Collingsworth, manager of Tuscany Townhomes, LLC, on its behalf.



[Signature]
Notary Public