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**AMENDMENT TO
DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS & RESTRICTIONS OF
ROLLING HILLS RIDGE ADDITION**

KNOW ALL MEN THESE PRESENTS

WHEREAS, Woods Investment Company a Nebraska Corporation ("Developer") is the owner of Lots 3, 4, and 5, Block One (1), Lots 2, 3, 5, 6, 8, 9, 10, 13, 14, 15, 19, 20, 22, and 23, Block Two (2), and Outlot D, Rolling Hills Ridge Addition. Outlot D is also known as: Lots 1, 2, 3, and 4, Block One (1); Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, and 12, Block Two (2); Lots 1, 2, 3, 4, 5, 6, and 7, Block Three (3) and Lots 1, 2, 3, 4, 5, 6, and 7, Block Four (4); Rolling Hills Ridge First Addition to Lincoln, Lancaster County, Nebraska. All of such lots are subject to the Declaration of Protective Covenants, Conditions and Restrictions of Rolling Hills Ridge Addition found as Instrument Number 2004-032785 in the Office of the Register of Deeds of Lancaster County Nebraska. Such ownership constitutes the ownership of over two thirds of the lots subject to the covenants and thus pursuant to the terms of the covenants, Developer may and hereby does amend the covenants.

WHEREAS, Developer has final platted "Rolling Hills Ridge First (1st) Addition" through the appropriate final platting process through the City of Lincoln, Nebraska by final plat filed as Instrument Number 2006-13433 in the Office of the Register of Deeds of Lancaster County, Nebraska. Outlot D to Rolling Hills Ridge Addition constitutes all of Rolling Hills Ridge First Addition.

NOW, THEREFORE, the Developer does hereby create, establish, adopt and impose the following modifications to the covenants, restriction, and conditions on all of **Rolling Hills Ridge Addition and Rolling Hills Ridge First (1st) Addition**. These are intended as modifications of the covenants Instrument Number 2004-032785 which except as here modified shall continue in force and effect as to the property described herein. The terms herein shall have the same meanings as in Instrument Number 2004-032785. The covenants including these modifications may be further modified or amended as set forth therein.

Article VII. A. shall be amended to add a new final paragraph:

"No changes from plans submitted and approved by the developer and/or Architectural Committee shall be made in construction without written approval. This includes, but is not limited to changes on elevations, detailing such as coins, chimney pots, weather vanes, row locks, garage door opening and trim, etc. floor plans or materials used."

Article VII. B. 1. shall be amended to add:

"Brick shall be rectangular molded clay, fired or baked, of natural or earth-tone color. Stone shall be natural stone. Cultured stone or manufactured stone may be substituted for natural stone if, the Developer, Architectural Review Committee or Board of Directors whichever is reviewing the plans, with absolute discretion after physical review of a sample of the material, approves it."

Article VII. B. 7 shall be amended to read:

"7. No fence of any kind shall be installed without prior written approval of the Developer, Board or Committee as appropriate. Regardless of type or style of material, all sides of all fences, if allowed, facing outward from the Lot line shall be finished. No walls, fences or hedges which exceed two feet in height may be constructed, placed, planted or maintained in that area within the setback requirement from any public street, Right of Way, or Lot Line."

Article VII. B. 12 shall be amended to read:

"12. Side-entry garages shall be required on all lots within the Properties unless in the absolute determination and discretion, not arbitrarily applied, of the Developer, Board or Committee as appropriate that a side entry garage is not feasible or appropriate and in such event architecturally designed garage doors shall be used. Garage door colors shall match or be complementary to the predominant color of the structure."

Article VII. B. 13 shall be amended to read:

"13. All Lots shall be landscaped by the Lot Owner commencing upon the completion of construction of the home thereon in accordance with the landscape plan approved by the Developer.

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Each plan shall exceed the requirements of the City of Lincoln. The plan shall include the necessary street tree and four trees planted in the area between the front of the home and the front property line: two required front yard trees shall be deciduous with a two and one half inch trunk measured three feet above ground and two shall be evergreen of at least six foot height. The yard shall be sodded with low maintenance fescue or blue grass. If the Lot Owner fails to install the landscape as approved in the landscape plan according to the schedule applied, the Developer or Home Owner's Association may install or may have such landscape installed according to the plan. The cost plus fifteen percent shall be paid by the Lot Owner. The failure to pay such cost shall be levied as an assessment against the Lot. Interest shall accrue on unpaid assessments at 16% per annum commencing one month after the assessment is due.

Bare minimum landscaping requirements for front yard must be submitted for approval at the same time as the plans. A revised landscaping plan may be submitted later provided that minimums are not removed."

Article IX shall be amended to:

Delete "Note: there is a easement for pedestrian sidewalk between S. 19th Street and Rolling Hills Court. Such pedestrian walk shall be maintained by the Association."

Article X shall be amended

at Section 1, third line, after "landscaping" to add: "(including the street medians, street islands or street circles.)"

and, to add:

"8. Each lot owner shall familiarize itself with the Storm Water Pollution Prevention Plan and the Best Management Practices for the property and agrees to abide thereby. The Lot Owner shall be responsible for all deliveries of materials to the property and shall use care ordering deliveries to avoid ground disruption or mud tracking onto streets during the construction period. The Lot Owner shall promptly clean up street mud or silt after deliveries and shall prohibit deliveries which will violate the SWPPP or breach the BMPs. The Lot Owner shall assure the replacement of silt fence or other environmental remediation devices on the premises after deliveries or visits to site by Owner, its personnel or suppliers during the course of construction and until permanent erosion control such as lawn and landscaping is in place.

9. The Lot Owner shall maintain a clean work site during construction and, upon completion of construction, remove all rubbish and shall leave the premises in good and neat condition. The Lot Owner shall at all times keep the building and premises clean of dirt, debris, rubbish, and any other waste materials arising from construction on the lot. The Lot Owner Buyer is responsible for the removal from Rolling Hills Ridge Addition and Rolling Hills Ridge First Addition of all debris created by construction on the lot. Lot Owner shall not dump construction waste or wash out on other lots of the subdivision. Buyer shall remediate all erosion on site caused by it and clean and remediate all silt or erosion caused by it carried onto or over-running the street."

Dated June 23, 2006.

Woods Investment Company
A Nebraska Corporation

F Pace Woods, II

F Pace Woods, II,
President

STATE OF NEBRASKA)
)
LANCASTER COUNTY)

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Subscribed and sworn to before me by F. Pace Woods, II, President of Woods Investment Company, a Nebraska Corporation, on this 23 day of June, 2004.



Donna M Tyler

Notary Public