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After Recording Return To:
Seacrest & Kalkowski, PC, LLO
1111 Lincoln Mall, Suite 350
Lincoln, NE 68508

**FIRST AMENDMENT AND RESTATEMENT
OF
PROTECTIVE COVENANTS**

This First Amendment and Restatement of Protective Covenants ("Covenants") hereby amends, modifies and supersedes in its entirety the Protective Covenants dated May 1, 1990, which are filed of record with the Lancaster County Register of Deeds as Instrument No. 1990-27624.

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the Covenants encompass the real property legally described as follows:

Lots 3-6, The Ridge 3rd Addition; Lots 1 and 2, The Ridge 4th Addition; Lot 2, The Ridge 9th Addition; Lot 1, The Ridge 10th Addition; Lots 1 and 2, The Ridge 15th Addition; Lots 1-8, the Ridge 25th Addition; Lots 1-18 and Outlot A, The Ridge 28th Addition; all located in Lincoln, Lancaster County, Nebraska

(hereinafter referred to as the "Property"), and;

WHEREAS, the Property has been platted and subdivided into 36 Lots for residential building sites, and

WHEREAS, a residential townhouse community has been created upon the Property; and

WHEREAS, a uniform plan has been established for the residential development of the Property; and

WHEREAS, the Covenants have been established to provide for the maintenance and preservation of the Common Areas, and all sidewalks, landscaping and utilities located on the Property and;

WHEREAS, the Covenants have been established to provide for the maintenance and repair of all Roadways and all utilities located on the Property and for snow removal from all Roadways and all sidewalks and driveways adjoining or leading from any of the Residential Lots to the Roadways, located on the Property; and

+HR13
+HR14
+HR19

+HR10
+HR15
+HR25

+HR28

WHEREAS, there has been incorporated under the laws of the State of Nebraska, a nonprofit corporation under the name and style of LONE TREE HOMEOWNERS ASSOCIATION, INC., (hereinafter the "Corporation"), for the purpose of enforcing the covenants and restrictions created and established against and upon the Property and for the purpose of administering and maintaining the Roadways and the Common Areas located on the Property.

NOW THEREFORE, the following covenants and restrictions are hereby created, established and adopted against and upon the Property:

I. DEFINITIONS:

- (A) As used herein the term "Lot", or "Lots" shall be deemed to mean all single family Lots now or hereafter located on the Property, which are shown on any Final Plat of all or any portion of the Property; provided that said Final Plat has been filed with the Register of Deeds of Lancaster County, Nebraska.
- (B) The term "Commons" and "Common Area" shall be deemed to mean all Roadways (exclusive of driveways), all sidewalks parallel to all Roadways and all Green Area located on the Property.
- (C) The Term "Roadways", shall be deemed to mean the private roads located on the Property which are open for the common use of all Lot Owners, their guests and invitees.
- (D) The Term "Lot Owner", shall be deemed to mean the owner or owners of record of any Lot.
- (E) The term "Property", shall be deemed to mean the Property as described on page 1 of these Covenants.
- (F) The term "Corporation", shall be deemed to mean Lone Tree Homeowners Association, Inc., a Nebraska Non-Profit Corporation.
- (G) The term "Green Area", shall be deemed to mean all of the Property on which any residential structure, sidewalk, driveway, Roadways, patios, or garages are located.

II. No Lot nor any dwelling hereafter placed or constructed on any Lot shall be used other than for residential purposes, and no more than 36 townhomes/townhouses shall be constructed on the Property, each of which shall be constructed on one Lot, located on the Property for which a Final Plat has been filed with the Register of Deeds of Lancaster County.

III. The Corporation has the exclusive right to establish all grades and slopes upon all Lots, Commons and Roadways and to fix the grade at which any dwelling shall be placed or

constructed upon any Lot in conformity with the general plan for the development of the Property. Plans for any dwelling to be placed or constructed upon any Lot shall show the size, exterior material and colors, design and plot plan for the building. One set of such plans shall be left on permanent file with the Corporation. The Construction of any dwelling or other structure on any Lot shall not be commenced unless and until written approval of the plans for the building have first been obtained from the Corporation. Written approval or disapproval of such plans shall be given by the Corporation within thirty (30) days from and after the receipt thereof. In the event of the disapproval of such plans, a written statement of the grounds for such disapproval shall be given. The Corporation has the exclusive right to approve or disapprove any such plans, if in its sole opinion either the style, size, material, color or exterior plan do not conform to the general design standard, and overall development characteristics of the Property. Regardless of the above and foregoing, no dwelling unit located on any Lot shall be less than 1,800 square feet, exclusive of garage, basement and any second floor, and; the exterior of all dwellings located on any Lot shall be covered with a minimum of 60% brick or stone. In addition, the roof of each dwelling constructed upon any Lot shall be covered with built-up asphalt shingles (minimum 250 lb. weight) such as Horizon or Heritage II or equivalent (subject to Corporation approval), shakes, or wood shingles.

No Lot Owner shall have any right to place or construct any improvements, including fencing, or install any landscaping within the Green Area without the prior written approval of the Corporation. The Corporation shall have the sole and exclusive right, in its sole discretion, to approve or reject any such requests.

IV. All dwellings located on any Lot shall be constructed in conformity with the requirements of the applicable building codes of the City of Lincoln, Nebraska.

V. No partially completed dwelling or temporary building and no tent or shack on any Lot located on the Property shall be used as either a temporary or permanent residence.

VI. Plans for any addition, appendage, or appurtenant structure (including but not limited to television antennas and solar panels) to be constructed or placed on any Lot or on any residence now or hereafter located on any Lot shall be submitted to the Corporation and shall show the size, materials, design and location thereof. In addition, plans for any exterior alteration of any residence now or hereafter located on any Lot (including but not limited to color and quality selection of exterior paint or stain) shall be submitted to the Corporation and shall show the size, materials, design and location thereof. One set of the previously mentioned plans shall be left on permanent file with the Corporation. The construction, placement or alteration of such residence, addition, appendage, appurtenant structure or exterior alteration shall not be commenced unless and until the written approval of such plans by the Board of Directors of the Corporation within thirty (30) days from and after receipt thereof. The exclusive right to approve or disapprove any such plans is reserved to the Board of Directors of the Corporation, based upon the sole opinion of the Board of Directors of the Corporation as to the conformity of such plans to the general design standard, and overall characteristics of the Property.

VII. No noxious or offensive activity shall be carried on or permitted upon any Lot; nor shall anything be done thereon which is or may become an annoyance or nuisance to the adjoining

Lots or endanger the health or unreasonably disturb the quiet of the owners or occupants of adjoining Lots.

VIII. The Commons (excluding driveways to any individual Lot from any Roadway, and also excluding any sidewalk located between any of the Roadways and the building constructed on any Lot), and all utilities located within the Commons shall be permanently repaired and maintained by the Corporation. Notwithstanding the foregoing, the Corporation shall provide snow removal on all driveways to any individual Lot from any Roadway, and also on any sidewalk located between any of the Roadways and the building constructed on any Lot. The Roadways, including all utilities located within the Roadways and all appurtenances on things incidental thereto shall be repaired and maintained by the Corporation.

Each individual Lot Owner at their own expense, shall maintain and repair in good condition the exterior of the dwelling unit located on such Lot Owner's Lot, the driveway from such Lot Owner's Lot to the Roadways (excluding snow removal), and the sidewalk located between such Lot Owner's dwelling and the Roadways (excluding snow removal), and all other sidewalks, patios, and/or decks specifically serving such Lot.

IX. No advertising signs, billboards, or other advertising device shall be erected, placed or permitted on any Lot, provided however, that a sign advertising a single lot for sale may be placed upon such Lot by the Lot Owner.

X. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot except one dog or cat; provided however, that such dog or cat shall not be raised, bred or kept for any commercial purpose and a fee may be imposed by the Corporation as a condition precedent to a Lot Owner keeping such dog or cat, and; provided, further, hat if, in the sole opinion of the Board of Directors of the Corporation, such dog or cat is deemed to be offensive or an annoyance to any other Lot Owners, the Lot Owner keeping such dog or cat may be required to remove the same from the Property.

XI. Every person or entity who is or shall become a record owner of a fee or undivided fee interest in any Lot shall be a member of the Corporation, provided however, that any such person or entity who holds an interest merely as a security for the performance of an obligation shall not be a member.

XII. The Corporation shall have one class of Members. 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, provided, however, that no more than one vote shall be cast with respect to any such Lot.

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 held by such member; provided, however, that no Lot Owner shall construct any structures, nor plant any plants on the Commons without the prior written consent of the Corporation.

XIV. The rights of the Members of the Corporation in and upon the Commons and the Roadways shall be subject to the following:

(a) All easements shown upon any Final Plat of any portion of the Property recorded with the Register of Deeds of Lancaster County, Nebraska;

(b) The rights of the Corporation, as provided in its Articles of Incorporation and By-Laws to suspend the use of the Commons by any Member for any period during which any assessment remains unpaid, and for any period not to exceed thirty (30) days for any other infraction of the published rules and regulations governing the use and maintenance of the Commons and the Roadways;

(c) The right of the Corporation to dedicate or transfer all of 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 a majority vote at a regular meeting of the Members, providing notice of the proposed dedication or transfer be contained in the notice of such special meeting;

(d) The dedication and transfer of the Roadways to the City of Lincoln on behalf of the public;

(e) The use of the Roadways by the general public pursuant to a public easement granted on said Roadways.

XV. Except for the duty and obligation of each individual Lot Owner to maintain and repair their respective driveway, sidewalk, patios and decks (as set forth at paragraph VIII), 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 and repair the landscaping of the Commons, to maintain, repair and remove snow from the Roadways and the sidewalks parallel to the Roadways, and to remove snow from driveways to any individual Lot from any Roadway and also on any sidewalk located between any of the Roadways and the building constructed on any Lot. This covenant by the Members shall be satisfied by the payment of a general annual assessment and/or a general special assessment for the administration, maintenance and repair of the Commons and the Roadways. Such annual and special general assessments shall be a lien upon the Lot 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 general assessment. Each Lot shall be liable for 1/36th of the total annual and special general assessments.

XVI. The lien of such annual and special general assessments shall be subordinate to the lien of any first mortgage or first deed of trust now or hereafter placed upon the Lot against which such assessment is made.

XVII. Annual general assessments shall be made by the Board of Directors of the Corporation for maintenance of the Commons and the Roadways and for the payment of taxes and special assessments levied against the Commons by the City of Lincoln, Nebraska, subsequent to

the execution and recordation of these Protective Covenants. Special general assessments for capital improvements of the Commons and the Roadways may be made by the improvements of the Commons and the Roadways may be made by the Board of Directors, provided however, that such assessments for capital improvements 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 noticed of such special general assessment shall be contained in the notice of such special meeting.

XVIII. The Corporation shall provide for the upkeep and maintenance of the Commons and Roadways as may be determined by the Corporation to be in the best interests of the Corporation and the public, and shall annually assess the Lots and the Members for upkeep and maintenance of the Roadways, including the payment of taxes and special assessments levied by the City of Lincoln or Lancaster County. Such general assessments shall be assessed by the Corporation to its Members and shall be a lien on the Lot and a personal obligation of the record title holders as set forth in Paragraph XV and XVI herein.

XIX. In the event that any Member shall fail to maintain or repair the Lot or the exterior of the dwelling owned by such Member, or the driveway or sidewalk required to be maintained by such Member pursuant to paragraph VIII hereof, in a manner satisfactory to the Board of Directors of the Corporation, the Board of Directors of the Corporation may authorize and direct the maintenance or repair of such Lot or dwelling, or driveway or sidewalk by agents or employees of the Corporation. Such agents or employees shall have the right to enter upon such Lot for the purpose of such maintenance or repair, and the cost thereof shall be levied and assessed as a specific special assessment only against such Lot that is so repaired.

XX. Any wall placed or constructed on any common Lot line between two adjoining Lots within the Properties shall be a party wall. Any expense of the structural repair, replacement or reconstruction of a party wall or of the protection of a party wall against the natural elements (including the repair or replacement of a roof over such party wall) shall be borne equally by the Members who are record owners of such adjoining Lots.

Each adjoining Lot Owner hereby grants and conveys to each other the right of support for any party wall in the erection of buildings on their respective Lots, and for the purposes of making all necessary connections to said party wall for the construction of any building on their respective Lot. Each Lot Owner hereby consents to the encroachment of the roof overhang from the roof over the adjoining Lot with which such Lot Owner shares a party wall and a common roof.

Any single roof covering adjoining Lots shall be constructed of identical material. In the event of a dispute between adjoining Lots concerning the repair or maintenance for a single roof or a party wall, such dispute shall be submitted to the Board of Directors of the Corporation, who shall have the sole and absolute authority to rectify such dispute between such adjoining Lot Owners. The provisions of this Paragraph shall not operate to relieve any Lot Owner from any liability which such Lot Owner may incur by reason of negligent or willful acts or omissions resulting in the damage or destruction of a party wall.

XXI. All Lot Owners and members of the Corporation agree to abide by all rules and regulations promulgated by the Corporation.

XXII. These covenants and restrictions shall run with the Property and shall be binding upon and enforceable by the Corporation, all Members of the Corporation, any Lot Owner 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 and shall be automatically extended for successive periods of ten (10) years thereafter, unless an instrument executed by the Corporation approved by a 2/3 vote of the Membership of the Corporation shall have been recorded, agreeing to a termination or modification thereof.

XXIII. 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 provisions hereof. Such proceedings may be to restrain such violation or to recover damages and, by the Corporation, to enforce the payment of any assessment or any lien or obligation created hereby. If any action is brought in any court to enforce the terms or provisions of any of these covenants, or to collect any unpaid assessment against any Lot, then if the person instituting such proceeding is successful it, he or she shall also be entitled to award of all costs and fees (including reasonable attorney's fees) incurred in connection with such proceeding.


XXIV. Any instrument amending, modifying, abrogating or cancelling these protective covenants pertaining to the structure, existence or financing of the Homeowner's Association must be approved by the City of Lincoln in writing and recorded before it shall effective.

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

By their signature below, the undersigned officers of the Corporation hereby certify that this First Amendment and Restatement of Protective Covenants has been approved by a 2/3 vote of the Membership in accordance with Paragraph XXII of the Covenants.

Dated this 15th day of September, 2016.

LONE TREE HOMEOWNERS
ASSOCIATION, INC., a Nebraska non-
profit corporation

By: 

President

By: 

Secretary

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 15th day of September, 2016 by Samuel Seever, President of Lone Tree Homeowners Association, Inc., a Nebraska non-profit corporation, on behalf of the corporation.



Lori Macdonald
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 15th day of September, 2016 by Virginia Ann Cople, Secretary of Lone Tree Homeowners Association, Inc., a Nebraska non-profit corporation, on behalf of the corporation.



Lori Macdonald
Notary Public