



After Recording Return To:
Seacrest & Kalkowski, PC, LLO
1128 Lincoln Mall, Suite 105
Lincoln, NE 68508

**FIRST AMENDMENT TO
FIRST AMENDMENT AND RESTATEMENT
OF
PROTECTIVE COVENANTS**

This First Amendment to the First Amendment and Restatement of Protective Covenants (“First Amendment”) hereby amends and modifies the First Amendment and Restatement of Protective Covenants dated September 15, 2016, which is filed of record with the Lancaster County, Nebraska Register of Deeds as Instrument No. 2016038068 (the “Covenants”), as follows:

1. The term “Property” defined in Paragraph I.(E) includes 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.

2. In order to maintain the property values of all Lots within the Property, and to promote community standards, neighborhood stability, and compliance with the Covenants, the following restriction is hereby added to Paragraph II.:

The Lot Owner of each dwelling placed or constructed upon a Lot shall maintain a permanent residence in the dwelling, and shall not permit occupancy of the dwelling by anyone other than the Lot Owner and the family of the Lot Owner within the meaning of the term “family” as defined in Title 27 of the City of Lincoln, Nebraska Municipal Code, subject to the following exception. Lot Owner may lease the dwelling constructed upon its Lot provided that the rental period for any one tenant exceeds six (6) months.

3. All other terms and conditions of the Covenants, except as amended herein, remain in full force and effect. In the event of a conflict between the terms of this First Amendment and the terms of the Covenants, the terms of this First Amendment shall control. Capitalized terms used herein and not defined herein have the same meaning as in the Covenants.

THRI3
THRI4
THRI9

THRI10
THRI15
THRI18

THRI28

By their signature below, the undersigned officers of the Corporation hereby certify that this First Amendment to the 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 11th day of November, 2022.

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

By. [Signature]
President

By. Debra K Patterson
Secretary

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

State of Nebraska - General Notary
STACIE A. SUMOVICH
My Commission Expires
December 20, 2024

The foregoing instrument was acknowledged before me this 11th day of November, 2022 by Pamela Manske, President of Lone Tree Homeowners Association, Inc., a Nebraska non-profit corporation, on behalf of the corporation.

Stacie A Sumaich
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

State of Nebraska - General Notary
STACIE A. SUMOVICH
My Commission Expires
December 20, 2024

The foregoing instrument was acknowledged before me this 11th day of November, 2022 by Debra K. Patterson, Secretary of Lone Tree Homeowners Association, Inc., a Nebraska non-profit corporation, on behalf of the corporation.

Stacie A Sumaich
Notary Public