

2405

AMENDED PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS: WHEREAS, Byron Reed Company, Inc., a Corporation, hereinafter referred to as the Company, and Pedersen Construction Company, a Corporation, are the owners of the real estate hereinafter described following their respective names:

Byron Reed Company:

Lots One (1) through Sixteen (16), Block One (1), Lots One (1) through Ten (10), Block Two (2), Lots One (1) through Twenty-four (24), Block Three (3), Lots One (1) and Two (2) and Lots Five (5) through Twenty (20), Block Four (4), Lots One (1) through Eighteen (18), Block Five (5), Lots One (1) through Fifteen (15), Block Six (6), and Lots One (1) through Eight (8), Block Seven (7), Woodhaven, an addition to Lincoln, Lancaster County, Nebraska;

Pedersen Construction Company:

Lots Three (3) and Four (4), Block Four (4), Woodhaven, an addition to Lincoln, Lancaster County, Nebraska;

hereinafter referred to as the Properties; and

WHEREAS, Byron Reed Company, Inc. is the owner of the real estate described as follows:

Outlots A, B, C, and D, Woodhaven, an addition to Lincoln, Lancaster County, Nebraska

hereinafter referred to as the Commons; and

WHEREAS, the Properties have been subdivided into lots and blocks for residential building sites as shown on the final plat of \_\_\_\_\_ Woodhaven \_\_\_\_\_; and

WHEREAS, \_\_\_\_\_ Byron Reed Company, Inc. and \_\_\_\_\_ Pedersen Construction Company \_\_\_\_\_, desire to create upon the Properties a residential community; and

WHEREAS \_\_\_\_\_ Byron Reed Company, Inc. and \_\_\_\_\_ Pedersen Construction Company \_\_\_\_\_, desire to establish a uniform plan for the development of such residential community; and

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provided however, that any special assessment for capital improvements shall have been approved by the affirmative vote of two-thirds of the members affected and 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 notice of such special assessment be contained in the notice of such special meeting.

XXI.

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 structural repair, replacement or reconstruction of a party wall or of the protection of a party wall against the natural elements shall be borne equally by the members who are the record owners of such adjoining lots. The provisions of this paragraph shall not operate to relieve any member from any liability which such member may incur by reason of negligent or willful acts or omissions resulting in the damage or destruction of a party wall.

XXII.

These covenants and restrictions shall run with the land and shall be binding upon and enforceable by the Company, all persons claiming under the Company, 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, after which time these covenants and restrictions shall be automatically extended for successive periods of ten (10) years. These covenants and restrictions may be terminated or modified, at any time, by an instrument executed by the owners of two-thirds of the lots within Woodhaven agreeing to a termination or modification thereof.

XXIII.

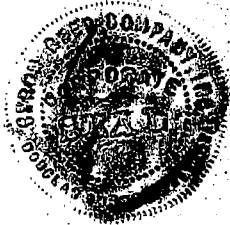
The enforcement of these covenants and restrictions shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any provision or provisions hereof. Such proceedings may be to restrain such violation, or to recover damages and, by the Corporation, may be to enforce any lien

or obligation created hereof.

XXIV.

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

IN WITNESS WHEREOF, we have hereunto set our hands this 12 day of February, 1974.



BYRON REED COMPANY, INC.,  
A Corporation

By: Charles E. Peterson X  
President  
Roberta K. Kellball  
Secretary



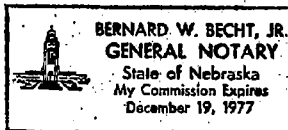
PEDERSEN CONSTRUCTION COMPANY

By: Martin A. Pedersen  
Martin A. Pedersen, President

NEBRASKA )  
                  ) ss  
LANCASTER COUNTY )

On this 12 day of February, 1974, before me, the undersigned, a Notary Public, in and for said County and State, personally appeared Charles E. Peterson, President of Byron Reed Company, Inc., a Corporation, to me personally known to be the President and the identical person whose name is affixed to the above instrument and acknowledged the same to be his voluntary act and deed as such officer and the voluntary act and deed of said Corporation and that the Corporate Seal of said Corporation was thereto affixed by its authority.

Witness my hand and Notarial Seal the day and year last above written.

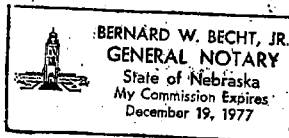


Bernard W. Becht, Jr.  
Notary Public

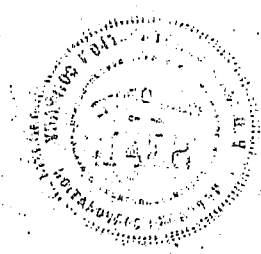
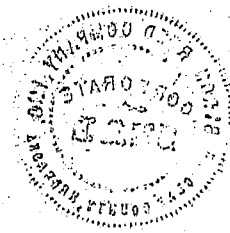
STATE OF NEBRASKA  
LANCASTER COUNTY

On this 12 day of February, 1974, before me, the undersigned, a Notary Public, in and for said County and State, personally appeared Martin A. Pedersen, President of Pedersen Construction Company, to me personally known to be the President and the identical person whose name is affixed to the above instrument and acknowledged the same to be his voluntary act and deed as such officer and the voluntary act and deed of said Corporation and that the Corporate Seal of said Corporation was thereto affixed by its authority.

Witness my hand and Notarial Seal the day and year last above written.



Bernard W. Becht, Jr.  
Notary Public



RECORDED  
INDEXED  
FILED

INDEXED  
MICRO-FILED  
GENERAL  
*31-60*  
*64*  
*68*  
*72*  
*76*  
*80*

LANCASTER COUNTY NEBR.  
*Kenneth L. Ferguson*  
REGISTER OF DEEDS  
1974 FEB 26 PM 3:29  
ENTERED ON  
NUMERICAL INDEX  
FILED FOR RECORD AS:

INST. NO. 74-  
2405

*\$ 31.50*

*Pension. Pension*  
*1220*