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AMENDED PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the persons named below are the owners of the following described real properties set forth following their respective names, and being all of the real property located in Woodhaven, an addition to Lincoln, Lancaster County, Nebraska, hereinafter referred to as the "Properties" including outlots A, B, C, and D, hereinafter referred to as the "Commons"; and

WHEREAS, there has been incorporated under laws of Nebraska, a nonprofit corporation under the name and style of Woodhaven, Inc., hereinafter referred to as the "Corporation", for the purpose of enforcing the covenants and restrictions created and established against and upon the properties and for the purpose of administering and maintaining the Commons.

WHEREAS, on February 14, 1973, there was created, established and adopted Protective Covenants against and upon the properties, which Protective Covenants were recorded on February 20, 1973 as Inst. No. 73-3055 in the office of the Register of Deeds of Lancaster County, Nebraska, which Protective Covenants were amended and filed as Amended Protective Covenants on February 26, 1974 as Inst. No. 74-2405 in the office of the Register of Deeds, Lancaster County, Nebraska.

NOW THEREFORE, the Corporation and undersigned members do hereby terminate said Protective Covenants and do hereby create, establish and adopt the following covenants and restrictions against and upon the Properties.

I.

No lot within the Properties shall be used other than for residential purposes.

II.

Any building constructed upon any lot within the Properties shall be completed within six (6) months from and after the commencement of construction.

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III.

The "Common Area" shall mean all property owned by the association for the common use and enjoyment of the owner. The Common Area, owned by the Corporation (Association) is described as follows: Outlots A, B, C, and D.

IV.

The Corporation reserves to itself, its successors and assigns, the exclusive rights to establish grades and slopes upon all lots within the Properties and to fix the grade at which any building shall be placed or constructed upon any lot in conformity with the general plan for the development of said addition. Plans for any building to be placed or constructed upon any lot within the Properties shall be submitted to the Corporation and shall show the size, exterior material, design and plot plan for the building and shall indicate the location of all buildings upon the lot. One set of such plans, signed by the owner of the lot, shall be left on permanent file with the Corporation. The construction of the building shall not be commenced unless and until written approval of the plans for the building has first been secured from the Corporation and shown of record. Written approval or disapproval of such plans shall be given by the Corporation within thirty (30) days from and after the receipt thereof. Approval of such plans shall not be unreasonably withheld, and in the event of the disapproval of such plans, a written statement of the grounds for such disapproval shall be given to the owner of the lot. The Corporation reserves to itself, its successors and assigns, the exclusive right to approve or disapprove any such plans, if in its opinion either the size, material or plot plan do not conform to the general standard and value of development in said addition.

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V.

All buildings within the Properties shall be constructed in conformity with the requirements of the applicable building codes of the City of Lincoln, Nebraska, and the public sidewalks shall be installed as required by the City of Lincoln, Nebraska.

VI.

No partially completed dwelling or temporary building and no trailer, tent, shack or garage on any lot within the Properties shall be used as either a temporary or permanent residence.

VII.

No noxious or offensive activity shall be carried on or permitted upon any lot within the Properties, nor shall anything be done thereon which is or may become an annoyance or nuisance to the neighborhood or shall endanger the health or unreasonably disturb the quiet of the owners or occupants of adjoining lots.

VIII.

No advertising signs, billboards, or other advertising device shall be erected, placed or permitted on any lot provided however, that a sign advertising a lot for sale may be placed upon such lot by the owner thereof or his duly appointed agent.

IX.

No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot within the Properties except household pets, provided that such household pets shall not be raised, bred or kept for any commercial purpose.

X.

The Corporation reserves to itself, its successors and assigns, easements over and upon each lot within the Properties as shown on the recorded plat of said addition.

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XI.

Every person or entity who is or shall become a record owner of a fee or undivided fee interest in any lot within said addition, shall be a member of Woodhaven, Inc., hereinafter referred to as the Corporation, provided however, that any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a member.

XII.

The Corporation shall have two classes of membership:

Class A membership shall include all members of the Corporation except the developer of said addition, and any successor as such developer. Each Class A 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.

Class B membership shall include only the developer of said addition, and any successor of such developer, which shall be entitled to three votes for each lot in which the interest requisite for membership is held, provided however, that the Class B membership shall be converted to Class A membership at such time as the total number of votes entitled to be cast by Class A members equals the total number of votes entitled to be cast by Class A memers equals the total number of votes entitled to be cast by the Class B member, or on the 1st day of January, 1980, whichever first occurs.

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.

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XIV.

The rights and easements of the members of the Corporation in and upon the Commons shall be subject to the following:

A. The right of the Corporation to borrow money for the purpose of improving the Commons and in aid thereof to mortgage the Commons. In the event of a default upon any such mortgage the lender shall have the right after taking possession of the Commons, to charge admission and other fees as a condition of the continued enjoyment of the Commons by the members, and if necessary, to open the Commons to a wider public until the mortgage debt shall be satisfied, whereupon the possession of the Commons shall be returned to the Corporation and all rights of the members hereunder shall be fully restored.

B. The right of the Corporation to take such steps as are reasonably necessary to protect the Commons against foreclosure.

C. The right of the Corporation, as provided in its Articles of Incorporation and By-laws to suspend the enjoyment right of any member for any period during which any assessment remains unpaid, and for any period not to exceed thirty (30) days for any infraction of the published rules and regulations governing the use of the Commons.

D. The right of the Corporation to charge reasonable admission and other fees for the use of the Commons.

E. The right of the Corporation to dedicate or transfer all or 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 the affirmative vote of ninety percent (90%) of each class of 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 notice of the proposed dedication or transfer be contained in the notice of such special meeting.

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XV.

Each member of the Corporation, who is the record owner of a lot or living unit which has access to a street by way of a common driveway, shall have an easement over and upon such common driveway for ingress and egress from and to such street, which shall be appurtenant to the property and shall pass with the interest requisite for membership.

XVI.

The Corporation hereby covenants, and each member of the Corporation by the acceptance of a deed by which interest requisite for membership in the Corporation is acquired, shall be deemed to covenant to maintain the Commons, which covenants by the members shall be satisfied by the payment of annual and special assessments for the administration, maintenance or improvement of the Commons. Such annual and special assessments shall be uniform as to each lot or living unit within the Properties. Each such assessment shall be a lien upon the lot or living unit assessed and shall be the personal obligation of the member who is, or was, the record owner of the lot or living unit assessed at the time of such assessment.

XVII.

The Corporation hereby covenants to maintain each common driveway serving three or more lots. Each member of the Corporation, who is the record owner of a lot which has access to a street by way of such a common driveway, shall be deemed to covenant to maintain such common driveways. Such annual and special 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 assessment.

XVIII.

The lien of any annual and special assessments shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the lot against which such assessment is made.

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or improvements to the common area or any part thereof, or from any action taken to comply with any law, ordinance, or orders of a governmental agency.

XXI.

No building, fence, wall, roof or other structure shall be commenced, erected, repaired or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Corporation, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

XXII.

In the event an owner of any Lot in the Properties shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors, the Corporation, after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents and employees to enter upon said parcel and to repair, maintain, and restore the Lot and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the annual assessment to which such Lot is subject, notwithstanding any other provisions of this declaration. All exterior maintenance shall be subject to architectural control.

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XIX.

Annual and special assessments for the administration and maintenance of the Commons may be made by the Board of Directors of the Corporation, provided however, that the total of such annual and special assessments shall not exceed the sum of \$750.00 per lot or living unit per year, unless the excess assessment shall have been approved by the affirmative vote of ninety percent (90%) 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 notice of the excess assessment be contained in the notice of such special meeting. The maximum annual assessment may be increased each year not more than three percent (3%) above the maximum assessment for the previous year without a vote of the membership. The maximum annual assessment may be increased above three percent (3%) by vote of ninety percent (90%) of the members who are voting in person or by proxy, at a meeting duly called for this purpose. The Board of Directors may affix the annual assessment at an amount not in excess of the maximum. Special assessments for capital improvements may be made by the Board of Directors, provided however, that any such special assessment shall have been approved by the affirmative vote of ninety percent (90%) 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 notice of such special assessment be contained in the notice of such special meeting.

XX.

The Corporation shall not be liable for injury or damage to person or property caused by the elements or by another person, or resulting from electricity, water, rain, snow, or ice which may leak or flow from the common areas or from any adjacent unit or units, or from any other place. No diminution or abatement of any assessments under this declaration shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs, maintenance,