

THIRD AMENDMENT  
TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS THIRD AMENDMENT to Declaration of Covenants, Conditions and Restrictions made on the date hereinafter set forth by BYRON REED COMPANY, INC., a Nebraska corporation, hereinafter referred to as "Declarant",

WITNESSETH:

WHEREAS, Declarant is the sole owner of certain properties which are more particularly described as:

Lots 306 through 325, inclusive, and Outlots 1 through 4, inclusive, all in Woodhaven Replat II, a subdivision in Douglas County, Nebraska, being a replat of Lot 267, Woodhaven, a subdivision,

and

WHEREAS, Declarant did execute on the 12th day of July, 1977, a certain DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (hereinafter referred to as "Declaration") pertaining to and made binding upon said above-described properties according to the terms and provisions thereof, and said Declaration was recorded on the 18th day of July, 1977, in Book 583 at Pages 727 to 734, inclusive, of the Miscellaneous Records in the Office of the Register of Deeds for Douglas County, Nebraska, and

WHEREAS, Declarant did on the 24th day of October, 1977, execute a FIRST AMENDMENT BY ADDENDUM (hereinafter called "First Amendment") to said Declaration, which said First Amendment was recorded on the 2nd day of November, 1977, in Book 588 at Pages 691 to 692, inclusive, of said Miscellaneous Records, and

WHEREAS, Declarant did on the 15th day of December, 1977, execute a SECOND AMENDMENT to said Declaration, which said Second Amendment was recorded on the 13th day of January, 1978, in Book 592 at Pages 249 to 251, inclusive, of said Miscellaneous Records, and

WHEREAS, Declarant now desires to amend said Declaration and First and Second Amendments by this Third Amendment thereto;

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following additional restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof, to-wit:

1. Section 2 and Section 3 of ARTICLE IV of said Declaration are herewith wholly amended to provide as follows:

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement,

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maintenance and insurance of the Common Area, and for exterior maintenance upon each lot and the dwelling unit constructed thereon to the limited extent hereinafter provided in Section 3 of this Article IV.

Section 3. Exterior Maintenance. In addition to maintenance upon the Common Area, the Association shall provide exterior maintenance upon each lot which is subject to assessment hereunder and upon the dwelling units constructed thereon, such exterior maintenance to be strictly limited to the specific items hereinafter stated:

1. Exterior Lot Maintenance:

- a) Maintain the lawn sprinkling system.
- b) Mowing.
- c) Fertilizing, watering and planting of trees, shrubs and grass.
- d) Snow removal on private streets on which said lots front.
- e) Snow removal on driveways and sidewalks.

2. Exterior maintenance on the dwelling units constructed on said lots: Exterior painting thereof every three to five years, the exact time thereof and the colors to be used to be determined by the Architectural Control Committee established by ARTICLE V hereof, below. Each owner shall be required to include as part of his fire and extended coverage liability insurance policy on the dwelling unit a "loss payable" clause in favor of the Association to the extent that the occurrence of any hazards therein insured against result in all or some part of the exterior of said dwelling unit having to be repainted.

2. All provisions of this Third Amendment to said Declaration are hereby declared to be in addition and/or in amendment to the provisions of said Declaration and First and Second Amendments thereto and made a part thereof, and are to be in force for the same period of time and enforced in the same manner as set forth in the Declaration for the covenants, conditions and restrictions therein contained. Except as herein expressly amended, modified or changed, all provisions, covenants, conditions, restrictions and easements contained in said Declaration and First and Second Amendments thereto shall be and remain in full force and effect.

EXECUTED this 6th day of June, 1978.

BYRON REED COMPANY, INC., Declarant

By: Charles E. Peterson

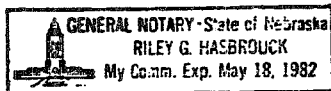
President

8-7-78

STATE OF NEBRASKA)  
 ) ss.  
 COUNTY OF DOUGLAS)

On the date last above written, before me, the undersigned a Notary Public in and for said County, personally came CHARLES E. PETERSON, JR., 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 Third Amendment To Declaration of Covenants, Conditions and Restrictions, and acknowledged the execution thereof 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 the said corporation was thereto affixed by its authority.

WITNESS my hand and Notarial Seal at Omaha in said County on the date last above written.



*Riley G. Hasbrouck*  
 Notary Public

RECEIVED  
 1978 JUN -9 AM 10:39  
 C. HAROLD OSTLER  
 REGISTER OF DEEDS  
 DOUGLAS COUNTY, NEBR.  
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