

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR LINDENWOOD AND RATIFICATION OF LINDENWOOD REPLAT

BOOK 932 PAGE 615

THIS DECLARATION, is made as of the 24th day of July, 1990 by ROYAL HOMES, INC., a Nebraska corporation,
(Declarant):

RECITALS

- A. Declarant is the owner of the following described real property:
Lots 1 through 79 and 81 through 104, inclusive, and Outlots 1, 2 and 3 of Lindenwood Replat,
as surveyed, platted and recorded with the Douglas County Register of Deeds.
- B. Barry A. Broder, John R. Gregusis, Anne B. Broder, Larry P. Nyffeler a.s.; Lisa A. Nelson (collectively referred to
as "Ratifiers") are the owners of Lot 80 of Lindenwood Replat, as surveyed, platted and recorded with the Douglas County Register of
Deeds; and
- C. Declarant entered into a Subdivision Agreement with the City of Omaha which provides generally for the
development of the property described above as a residential development to be known as "Lindenwood" (the "Development"); and
- D. Declarant and Ratifiers desire to further establish, preserve and promote such residential characteristics of the
Development;
- E. Declarant and Ratifiers desire to establish a pedestrian walkway to connect the Development with the adjacent
development; and
- F. Declarant and Ratifiers desire to establish a property owners association for the purpose of pursuing common
interests of the present and future owners of property located within the Development; and
- G. First National Bank of Omaha, ("Lender") has a first Deed of Trust lien encumbering the property described above.

NOW, THEREFORE, Declarant hereby declares and Ratifiers hereby ratify that Lots 1 through 104, inclusive and Outlots 1,
2 and 3 of Lindenwood Replat, as surveyed, platted and recorded with the Douglas County Register of Deeds (the "Property") shall be
held, sold and conveyed subject to the easements, restrictions, covenants, and conditions created by this instrument, all of which are
hereby established for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property. Furthermore,
these easements, covenants, restrictions and conditions shall run with the land and shall be binding upon all parties having or acquiring
any right, title or interest in the Property or any part thereof (hereinafter also referred to as an "Owner" or "Owners").

1. Property Subject to Declaration

All of the Property shall be subject to the easements, covenants, restrictions and conditions set forth herein.

2. Covenants

The Property is and shall be subject to each of the following conditions, restrictions and other terms (hereinafter collectively
referred to as "Covenants").

a. Further Division

No plat or lot which comprises a part of the Property shall be further subdivided or split without prior written
consent of Declarant.

b. Use Limitations

As a minimum requirement, all structures and the use thereof shall comply with all applicable zoning legislation.
Lots 1 through 104 inclusive shall be used exclusively for single family residential purposes unless and until any other
use has been approved in writing by Declarant. Outlots 1 and 2 shall be reserved for future use as street and/or
pedestrian right-of-way. Outlot 3 shall be used for a pedestrian pathway.

c. Approval of Plans

Declarant reserves the power to control the buildings, structures and other improvements placed on each lot.
Whether or not specifically stated in any conveyance of a lot comprising a part of the Property, the Owner of
occupant of each and every such lot, by acceptance of title or by taking possession, covenants and agrees that no
residence, building, wall, driveway, deck, patio, swimming pool, basketball backboard, dog house, pool house, or any
other improvement of any nature whatsoever ("Improvement") shall be placed upon any lot unless and until such
Improvement has been approved by Declarant. Each such Improvement shall then be placed on such lot only in
accordance with the approved plans and specifications and approved plat plan and in compliance with any conditions
imposed upon such approval. Similarly, no alteration in the exterior appearance of any Improvement shall be
made without like approval and such alterations shall be made only in accordance with the terms of such approval.

The procedure for obtaining such approval shall be as follows:

- 1) An Owner desiring to erect an Improvement shall deliver two sets of construction plans, landscaping plans
and site plans to Declarant (herein collectively referred to as the "plans"). Such plans shall include a
description of the type, quality, color and use of materials proposed for the exterior of such Improvement.
Concurrent with submission of the plans, Owner shall notify the Declarant of the Owner's mailing address.
 - 2) Declarant shall review such plans in relation to the type and exterior of improvement constructed, or
approved for construction, on neighboring lots and in the surrounding area, and any general scheme or
plans formulated by Declarant. In this regard, Declarant intends that the Property shall be developed as
a residential community with homes constructed of high quality materials. The decision to approve or
refuse to approve the proposed Improvement shall be exercised by Declarant to promote development
of the Property and to protect the value, character and residential quality of all lots. If Declarant
determines that the proposed improvement will not protect and enhance the integrity and character of
all the Property as a quality residential community, Declarant may refuse approval of the proposed
Improvement.
 - 3) Written notice of any approval of a proposed Improvement shall be mailed to the Owner, at the address
specified by the Owner upon submission of the plans, within thirty (30) days after the date of submission
of the plans. If notice of approval is not mailed within such period, the proposed Improvement shall be
deemed disapproved by Declarant.
- No Owner or Owners of any lot or lots, or any other person or persons shall have any right to any action
by Declarant, or to control, direct or influence the acts of the Declarant with respect to the approval or
disapproval of any proposed improvement. No responsibility, liability or obligation shall be assumed by
or imposed upon Declarant by virtue of the authority granted to Declarant in this provision, or as a result
of any act or failure to act by Declarant with respect to any proposed Improvement.

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GEORGE J. BUDLEWICZ
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

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BOOK 932 PAGE 616

d. Building Materials

All improvements, at a minimum, must comply with the following material requirements:

- 1) All foundations shall be constructed of concrete, concrete blocks, brick or stone. Any exposed foundation walls facing a street must be constructed of or faced with brick or other material approved in writing by Declarant.
- 2) All driveways must be constructed of concrete, brick, paving stones, or laid stone.
- 3) Fireplace chimneys shall be covered with brick, or other material approved in writing by Declarant.
- 4) The roof of any improvement shall be covered with wood cedar shakes or shingles, or other material approved in writing by Declarant. Hardboard, pressed wood, bonded wood, and the like will not be approved by Declarant as a roof covering.

e. Signs

No advertising sign or billboard shall be erected, placed or permitted to remain on any lot, except that one sign may be placed on any lot for the purpose of advertising such lot as being available for sale so long as the size of the sign does not exceed six (6) square feet. This provision shall not, however, preclude the erection of signs identifying the Development.

f. Mechanical Equipment

No exterior television or radio antenna, satellite receiving dish, or exterior solar heating or cooling device of any sort shall be permitted on any lot. Any exterior air conditioning condenser unit shall be placed in the rear yard or any side yards so as not to be visible from public view.

g. Vehicle Storage and Repair

No repair of any boat, automobile, motorcycle, truck, camper or similar vehicle requiring a continuous time period in excess of forty-eight (48) hours shall be permitted on any lot at any time. Furthermore, no boat, camper, trailer, auto-drawn or mounted trailer of any kind, mobile home, truck, aircraft, camper truck or similar item shall be maintained or stored on any part of any lot (other than in an enclosed structure) for more than twenty (20) days within any calendar year. No motor vehicle may be parked or stored (other than in an enclosed structure) on any lot, except vehicles driven on a regular basis by the occupants of the dwelling located on such lot. No grading or excavating equipment, tractor or semitractor/trailer shall be stored, parked, kept or maintained in any yard, driveway or street, except that trucks, tractors, and other commercial vehicles that are necessary for the construction of improvements may be parked on driveways and/or streets as necessary during the construction of such improvement.

h. Parking

All lots shall provide at least the minimum number of off-street parking areas or spaces for private passenger vehicles required by the applicable zoning ordinances.

i. Trash Disposal

No incinerator or trash burner shall be permitted on any lot. No garbage or trash can or container or fuel tank shall be permitted, unless completely screened from view, except for pickup purposes. No unused building material, junk or rubbish shall be left exposed on any lot, except during actual building operations, and then only in as neat and inconspicuous a manner as possible. No garbage, refuse, rubbish, cuttings or clippings shall be deposited upon any street, road or lot.

j. Maintenance Equipment

No gardening implements, lawnmowers or other maintenance equipment of any kind whatsoever shall be kept or otherwise maintained on any lot, other than in a location within a dwelling or a suitable storage facility, except when in actual use.

k. Clothes Lines

No clothes lines shall be permitted outside of any dwelling at any time.

l. Gardens

Product or vegetable gardens may only be planted and maintained in rear yards.

m. Exterior Lighting

Exterior lighting installed on any lot shall either be indirect or of such a controlled focus and intensity as not to disturb the residents of adjacent lots.

n. Walks, Fences and Hedges

No hedges or mass planted shrubs shall be permitted more than ten (10) feet in front of the front building line unless otherwise approved by Declarant. No fences or walls shall exceed a height of six (6) feet unless otherwise approved by Declarant.

o. Swimming Pools

No swimming pool may extend more than one foot above ground level.

p. Timely Completion of Construction

Construction of any improvement shall be completed within one (1) year from the date of commencement of excavation or construction of the improvement. No excavation dirt shall be spread across any lot in such a fashion as to materially change the grade or contour of any lot.

q. Sidewalks

Commencing with completion of construction of any improvement on a lot, a public sidewalk constructed of concrete four (4) feet wide by four (4) inches thick shall be installed and maintained in front of each lot and upon each street side of each corner lot. The sidewalk shall be placed five (5) feet back of the street curb line and shall be constructed by the owner of the lot prior to the time of completion of the main structure and before occupancy thereof. If the requirements of the City of Omaha are different than the requirements of this provision, the stricter requirements shall control.

BOOK 932 PAGE 617

Driveways

Driveway approaches between the sidewalk and curb on each lot shall be constructed of concrete. Should repair or replacement of such approach be necessary, the repair or replacement shall also be of concrete. No asphalt overlay of driveway approaches will be permitted.

Animal Shelters

No stable or other shelter for any animal, livestock, fowl or poultry shall be erected, altered, placed or permitted to remain on any lot, except for one dog house constructed for one (1) dog; provided always that the construction plans, specifications and the location of the proposed structure have been first approved by Declarant, or its assigns. Dog houses shall only be allowed adjacent to the rear of the building, concealed from public view. No dog runs or kennels may be constructed or installed on any lot.

Nuisance

No Owner of any lot may do or permit to be done any act upon such lot which may be, or may become a public annoyance and no noxious, offensive, dangerous or hazardous activity may be carried on, conducted or otherwise permitted to commence or continue on any lot. No grass, weeds or other vegetation may be grown or otherwise permitted to commence or continue, and no dangerous, diseased or otherwise objectionable shrubs or trees may be maintained on any lot which would constitute an actual or potential public nuisance, create a hazard or undesirable proliferation, or detract from the neat and trim appearance of the Development.

Vacant Lots

Vacant lots shall not be used for dumping of earth or any waste materials, and no vegetation on vacant lots shall be allowed to reach a height in excess of twelve (12) inches.

Temporary Structures Prohibited

No structure of a temporary character, carport, trailer, tent, storage shed, outbuilding or shack shall be erected upon or used on any lot at any time, either temporarily or permanently.

Utility Service Lines

All utility service lines to any dwelling or other improvement shall be underground.

Lindenwood Homeowners Association

Declarant shall cause the incorporation of Lindenwood Homeowners Association, a Nebraska not for profit corporation (the "Association").

Purpose

The Association shall be formed for the purpose of promoting the health, safety, recreation, welfare and enjoyment of the residents of Lindenwood, including the following:

- 1) The acquisition, construction, landscaping, improvement, equipment, maintenance, operation, repair, upkeep and replacement of common facilities for the general use, benefit and enjoyment of the members. The common facilities initially anticipated shall include the Pedestrian Pathway located on Outlot 3, green areas, and entrances and entrance markers for the Development. Common facilities may also include recreational facilities such as swimming pools, tennis courts, health facilities, playgrounds and parks, dedicated and nondedicated roads, paths and ways. Common facilities may be situated on property owned or leased by the Association, on private property subject to an easement in favor of the Association, on public property, or on property dedicated to the Sanitary and Improvement District in which the Property is located.
- 2) The promulgation, enactment, amendment and enforcement of rules and regulations relating to the use and enjoyment of any common facilities, provided always that such rules are uniformly applicable to all members. The rules and regulations may permit or restrict use of the common facilities by members, their families, their guests, and/or by other persons, who may be required to pay a fee or other charge in connection with the use or enjoyment of the common facility.
- 3) The protection and maintenance of the residential character of Lindenwood and the exercise, promotion, enhancement and protection of the privileges and interests of the residents of the Development.

Membership and Voting

The Property has been platted into one hundred four (104) separate lots. For the purposes of this Declaration, the term "Owner" of a lot shall refer to the owner of record of fee simple title to a lot, excluding parties having an interest merely as security for the performance of an obligation (such as a contract seller, the trustee or beneficiary of a deed of trust, or a mortgagee). If one or more persons or entities are shown as record owners, the term "Owner" shall collectively refer to all such persons or entities. Notwithstanding previous provisions of this section, the purchaser of a lot under a land contract or similar instrument shall be considered to be the "Owner" of such lot for the purposes of this Declaration.

The owner of each lot, whether one or more persons and/or entities shall be entitled to one vote on each matter properly coming before the members of the Association. Membership shall be appurtenant to ownership of each lot and may not be separated from ownership of such lot.

Powers

The Association shall have the powers conferred upon not-for-profit corporations by the Nebraska Nonprofit Corporation Act, and all powers and duties necessary and appropriate to accomplish the purposes and administer the affairs of the Association. The powers and duties shall be exercised by the board of directors and, upon authorization of the Board of directors, by the officers and shall include, but not be limited to, the following:

- 1) The acquisition, development, maintenance, repair, replacement, operation and administration of common facilities;
- 2) The enforcement of the rules and regulations relating to the common facilities;
- 3) The landscaping, mowing, watering, maintenance, repair and replacement of parks, entrances, fences, signs and other public property and improvements on parks or public property within or near the Property;
- 4) The fixing, levying, collecting, abatement, and enforcement of all charges, fees, or assessments made pursuant to the terms of this Declaration;
- 5) The expenditure, commitment and payment of Association funds to accomplish the purposes of the Association including, but not limited to, payment for purchase of insurance covering any common facility against property damage and casualty, and purchase of liability insurance coverage for the Association, its board of directors, officers and members;

- 6) The exercise of all of the powers and privileges, and the performance of all of the duties and obligations of the Association as set forth in this Declaration, as the same may be amended from time to time;
- 7) The acquisition, by purchase or otherwise, holding, or disposition of any right, title or interest in real estate or personal property, wherever located, in connection with the affairs of the Association;
- 8) The deposit, investment and reinvestment of Association funds in bank accounts, securities, money market funds or accounts, mutual funds, pooled funds, certificates of deposit or the like;
- 9) The employment of professionals and consultants to advise and assist the officers and board of directors of the Association in the performance of their duties and responsibilities for the Association;
- 10) The general administration and management of the Association and execution of such documents and doing and performance of such acts as may be necessary or appropriate to accomplish such administration or management; and
- 11) The doing and performing of such acts, and the execution of such instruments and documents, as may be necessary or appropriate to accomplish the purposes of the Association.

d. Dues and Assessments

The Association may fix, levy and charge dues and assessments as follows:

- 1) The dues and assessments shall be fixed by the board of directors of the Association and shall be payable at the time and in the manner prescribed by the board.
- 2) Notwithstanding any other provision of this Declaration, the board of directors may abate all or part of the dues or assessments due with respect to any lot and shall abate all dues and assessments due in relation to any lot during the period in which such lot is owned by Declarant.
- 3) The assessments and dues, together with interest thereon and costs of collection, including reasonable attorneys' fees, shall be the personal obligation of the Owner or Owners of each lot at the time when the dues and assessments first become due and payable. In the event there is more than one Owner of any lot, the obligation to pay the dues and assessments shall be joint and several.
The dues and assessments, together with interest thereon and the costs of collection, including reasonable attorneys' fees, shall also be a charge and continuing lien upon the platted lots against which such dues and assessments are charged. The personal obligation for delinquent assessments shall not pass to the successor in title to any Owner unless such dues and assessments are expressly assumed by such successor. All successors, however, shall take title subject to the lien of dues and assessments becoming due prior to the transfer of title and shall be bound to inquire of the Association as to the amount of any unpaid assessments or dues.
- 4) The dues collected by the Association may be committed and expended to accomplish the purposes of the Declaration described above and to perform the power and mandatory duties described above.
- 5) Unless excess dues have been authorized by the members as described below, the aggregate dues which may become due and payable in any year shall not exceed the greater of:
 - a. Sixty Dollars (\$60.00) per lot.
 - b. In each calendar year after the year in which the Association is incorporated, one hundred twenty-five percent (125%) of the aggregate dues charged in the previous calendar year.
- 6) In addition to the dues, the board of directors may levy an assessment or assessments for the purposes of defraying, in whole or in part, the costs of any acquisition, construction, reconstruction, repair, painting, maintenance, improvement, or replacement of any common facility, including fixtures and personal property related thereto, and related facilities. The aggregate assessments in each calendar year shall be limited in amount to Two Hundred Dollars (\$200.00) per lot.
- 7) With the affirmative vote of sixty percent (60%) of the Owners of the lots, the board of directors may establish dues and/or assessments in excess of the maximums established in this Declaration.
- 8) Assessments and dues shall be fixed at a uniform rate as to all lots, but dues may be abated as to individual lots, as provided above.
- 9) The Association shall, upon written request and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the dues and assessments on a specified lot have been paid to the date of request, the amount of any delinquent dues, and the due date and amount of the next succeeding dues, assessments or installment thereof.

e. Effect of Nonpayment of Assessments/Remedies of the Association

Any installment of dues or assessments which is not paid when due shall be delinquent. Delinquent dues or assessments shall bear interest from the due date at the rate of sixteen percent (16%) per annum, compounded annually. The Association may bring an action at law against any Owner personally obligated to pay the same, or foreclose the lien against the lot or lots, and/or pursue any other legal or equitable remedy. The Association shall be entitled to recover as a part of such action, and shall be indemnified by the Owner against costs of collection, including reasonable attorneys' fees in addition to the unpaid dues and/or assessments and the interest accrued thereon. No Owner may waive or otherwise escape liability for the charge and lien provided for herein by nonuse of the common facility or abandonment of ownership of any lot.

f. Rights of Mortgagee

The mortgagee of any lot shall have the right to cure any delinquency of any Owner by payment of all sums due, together with interest, costs and fees. The Association shall assign to such mortgagee all of its rights with respect to such lien and right of foreclosure and such mortgagee may thereupon be subrogated to any rights of the Association.

The lien of dues and assessments provided for herein shall be subordinate to the lien of any mortgage, contract or deed of trust given as collateral for a home improvement or purchase money loan. Sale or transfer of any lot shall not, however, affect or terminate the dues and assessment lien.

g. Boundary Fence

Declarant plans to construct boundary fences between Blondo Street and the Property, between 144th Street and the Property and between the land abutting the Development identified as "Millard School District Property" on Exhibit "A" and the Property and install signs on or near such fences for the purpose of identifying the Development as Lindenwood. Such fences shall be located on the north boundary lines of Lots 1-13 and 80-89, inclusive, and on the west boundary lines of Lots 1 and 36-38, inclusive. All such lots are collectively referred to as "Boundary Lots".

BOOK 932 PAGE 619

Declarant hereby declares that the Boundary Lots are subject to a permanent and exclusive right and easement in favor of Declarant and the Lindenwood Homeowners Association to construct, install, repair, maintain, remove, and/or replace such fences and/or signs. This easement shall be for the benefit of Declarant, the Lindenwood Homeowners Association, or any contractor, agent, employee or representative of Declarant or the Lindenwood Homeowners Association.

Declarant and/or the Lindenwood Homeowners Association shall, determine individually, in their sole discretion, whether or not to exercise the easement rights granted herein. In no event whatsoever shall this easement or this Declaration be construed to impose obligations of any nature whatsoever upon Declarant and/or the Lindenwood Homeowners Association.

The rights and easements granted in this section shall continue in full force and effect in perpetuity and shall run with the land.

5. Miscellaneous Provisions:

a. Exceptions

Declarant reserves the right to make such exceptions to the application of the covenants set forth herein as shall be deemed by Declarant, in its sole discretion, to be necessary, appropriate or proper.

b. Amendments

Declarant shall have the full and absolute power to amend the provisions of this Declaration, as it may deem in its sole discretion to be desirable.

c. Powers Granted to Declarant

All powers of approval granted to Declarant herein shall be exercised by it in its sole discretion and refusal to grant any such approval may be based on any ground, including purely aesthetic grounds, which in the sole and uncontrolled discretion of Declarant are deemed to be sufficient.

Furthermore, Declarant may impose any conditions it deems necessary or appropriate upon any approval granted hereunder.

Declarant shall continue to have authority to exercise all the rights and powers granted to it herein until such time as Declarant no longer owns any part of the Property, at which time Declarant's rights and powers herein granted shall terminate and such rights and powers shall vest in the Association created pursuant to Section 3 above, except that the Association shall not be entitled to amend any provision of this Declaration without first obtaining the written consent of a majority of the owners of record of the platted lots within the Development.

d. Enforcement

If any one or more of the covenants, conditions, restrictions or easements set forth herein is breached or violated, Declarant or any other party having or acquiring any right, title or interest in the Property or any part thereof, or any of them severally, shall have the right to proceed at law or in equity to compel a compliance with the terms hereof and to prevent the continued violation or breach of any of them or to recover damages for the violation thereof, or both.

No delay or omission in the exercise of these enforcement rights shall be construed as a waiver thereof or an acquiescence of such violation.

In addition, Declarant shall have the right, whenever there shall have been built upon any lot, a structure which is in violation of the terms of this Declaration to enter upon such lot and summarily abate or remove the same at the expense of the owner and any such entry and abatement or removal shall not be deemed a trespass.

e. Term

The covenants, conditions and restrictions set forth herein shall continue in full force and effect for twenty (20) years from the date this document is recorded with the Douglas County Register of Deeds and may be extended thereafter with the written consent of a majority of the owners of record of the platted lots within the Development.

f. Severability

All of the provisions hereof shall be considered to be independent and separate covenants and agreements and in the event any one or more of such provisions shall for any reason be held to be invalid or unenforceable, all remaining provisions shall nevertheless remain in full force and effect.

6. Ratifiers Consent

Ratifiers hereby consent to and ratify the covenants, conditions, restrictions and easements set forth herein and further ratify the plat entitled Lindenwood Replat recorded at Book 1873 Page 638 of the Deed of Records of Douglas County Register of Deeds on May 11, 1990.

7. Lender Consent

Lender hereby consents to and ratifies the covenants, conditions, restrictions and easements set forth herein and further ratifies the plat entitled Lindenwood Replat recorded at Book 1873 Page 638 of the Deed of Records of Douglas County Register of Deeds on May 11, 1990.

IN WITNESS WHEREOF, Declarant Ratifiers and Lender have executed this Declaration as of the 24th day of July, 1990.

ROYAL HOMES, INC., Declarant

By: Barry A. Broder
Barry A. Broder, President

Barry A. Broder
Barry A. Broder, Ratifier

John R. Greguska
John R. Greguska, Ratifier

Andre B. Broder
Andre B. Broder, Ratifier

Kerry P. Nyffeler
Kerry P. Nyffeler, Ratifier

BOOK 932 PAGE 620

Lisa A. Nelson
Lisa A. Nelson, Notary

FIRST NATIONAL BANK OF OMAHA, Lender

By: Robert J. Horak
Robert J. Horak, Vice President

STATE OF NEBRASKA }
COUNTY OF DOUGLAS }

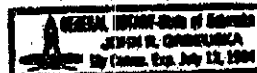
The foregoing was acknowledged before me, a notary public, by Barry A. Broder, President of Royal Homes, Inc., on behalf of such corporation on July 24, 1990.



John R. Greguska
Notary Public

STATE OF NEBRASKA }
COUNTY OF DOUGLAS }

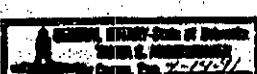
The foregoing was acknowledged before me, a notary public, by Barry A. Broder on July 24, 1990.



John R. Greguska
Notary Public

STATE OF NEBRASKA }
COUNTY OF DOUGLAS }

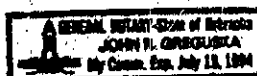
The foregoing was acknowledged before me, a notary public, by John R. Greguska on July 24, 1990.



Tanya A. Greguska
Notary Public

STATE OF NEBRASKA }
COUNTY OF DOUGLAS }

The foregoing was acknowledged before me, a notary public, by Anne B. Broder on July 24, 1990.



John R. Greguska
Notary Public

STATE OF NEBRASKA }
COUNTY OF DOUGLAS }

The foregoing was acknowledged before me, a notary public, by Larry P. Nyffeler on July 29, 1990.



John R. Greguska
Notary Public

STATE OF NEBRASKA }
COUNTY OF DOUGLAS }

The foregoing was acknowledged before me, a notary public, by Lisa A. Nelson on 7-29, 1990.



John R. Greguska
Notary Public

STATE OF NEBRASKA }
COUNTY OF DOUGLAS }

The foregoing was acknowledged before me, a notary public, by Robert J. Horak, Vice President of First National Bank of Omaha, on behalf of such corporation on July 27, 1990.



Tracy Urbanski
Notary Public

BOOK 975 PAGE 364

**AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR LINDENWOOD AND RATIFICATION OF
LINDENWOOD REPLAT**

THIS AMENDMENT is made as of this 19 day of August, 1991, by ROYAL HOMES, INC., a Nebraska corporation, ("Declarant").

RECITALS:

- A. The original Declaration of Covenants, Conditions, Restrictions and Easements for Lindenwood and Ratification of Lindenwood Replat ("Declaration") was executed on July 24, 1990 and filed in the Office of the Register of Deeds of Douglas County, Nebraska, on July 27, 1990 in Book 932 of Miscellaneous Records at Page 615-621.
- B. This Amendment to the Declaration hereby incorporates all of the recitals, easements, covenants, restrictions and conditions set forth in the original Declaration referenced above.
- C. Declarant seeks to amend the original Declaration by adding a paragraph 8 which will state as follows:

8. Telecommunications Facilities Agreement.

A telecommunication facilities installation agreement was entered into between Northwestern Bell Telephone Company and Royal Homes, Inc. on April 8, 1991. Pursuant to the agreement, if ninety percent (90%) of the lots in Lindenwood Replat are not improved within five (5) years from the date the feeder and distribution facilities are installed in Lindenwood Replat, then the owner at that time of any unimproved lot shall owe Northwestern Bell or its successors Four Hundred Fifty (\$450.00) Dollars for each lot that is unimproved, in payment of Northwestern Bell's unused facilities. The facility charge shall be due and owing immediately upon the expiration of the five (5) year period, and if such charge is not paid within sixty (60) days after the sending of written notice by Northwestern Bell or its successors to the owner of an unimproved lot in Lindenwood Replat that such charge is due, then said charge will begin drawing interest commencing upon the expiration of the sixty (60) day period at the rate of twelve percent (12%) per annum or the maximum rate allowed by law if said maximum rate is less than twelve percent (12%) at that time.

IN WITNESS WHEREOF, Declarant and Ratifiers have executed this Amendment as of the 19 day of August, 1991.

ROYAL HOMES, INC., Declarant

By: Barry A. Broder
Barry A. Broder, President

Barry A. Broder
Barry A. Broder, Ratifier

John R. Greguska
John R. Greguska, Ratifier

Anne B. Broder
Anne B. Broder, Ratifier

Larry P. Nyffeler
Larry P. Nyffeler, Ratifier

Howard J. Friedman
Howard J. Friedman, Ratifier

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DOUGLAS COUNTY, NE

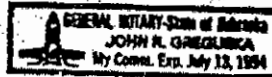
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BOOK 975 PAGE 365

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

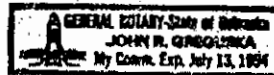
The foregoing was acknowledged before me, a Notary Public, by Barry A. Broder, President of Royal Homes, Inc., on behalf of such corporation on 8-19-91, 1991.



John R. Greguska
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

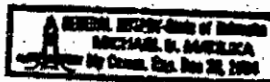
The foregoing was acknowledged before me, a Notary Public, by Barry A. Broder on 8-19-91, 1991.



John R. Greguska
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

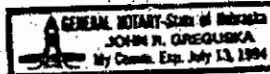
The foregoing was acknowledged before me, a Notary Public, by John R. Greguska on August 19, 1991.



Michael D. Matlock
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

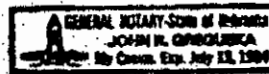
The foregoing was acknowledged before me, a Notary Public, by Anne B. Broder on 8-19-91, 1991.



John R. Greguska
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

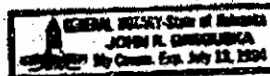
The foregoing was acknowledged before me, a Notary Public, by Larry P. Nyffeler on 8-17-91, 1991.



John R. Greguska
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing was acknowledged before me, a Notary Public, by Howard J. Friedman on 8-19-91, 1991.



John R. Greguska
Notary Public

BOOK 975 PAGE 366

Exhibit "A"

Lots 1 through 104, inclusive, and outlots 1, 2 and 3 of Lindenwood Replat, as surveyed, platted and recorded, Douglas County, Nebraska.