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 MILLS COUNTY RECORDER/REGISTRAR  
 ROBERTA DASHNER  
 FEES 10.00  
 RMP 1.00

259-863  
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 Mills Co  
 Pony Creek development NO. 2  
 Page 1 of 2  
 Amended Covenants  
 Pony Creek Lake Development # 2  
 Filed JUNE 29, 2000

R. Tom Kennedy  
 SEARS MOBILE HOMES  
 6011 L STREET  
 OMAHA, NEBRASKA 68117

Original covenants filed August 28, 1974 - Miscellaneous Record Book 106 pages 220, 221, 222.  
 Amended covenants filed April 29, 1982 book 137 pages 734 and 735.

Know all men by these presents:

That the Board of Directors of Pony Creek Lake Development II Home Owners Association Inc., acting as the planning committee and an appointee retained by Meadowbrook LTD, does hereby establish the following amended restrictive covenants, easements, and conditions for the use of said property. Said amended restrictive covenants, easements, and conditions to run with the land and to be binding upon itself, its successors and assigns and upon the owners, their heirs and assigns of any and all of the lots in said Pony Creek Lake Development II the following:

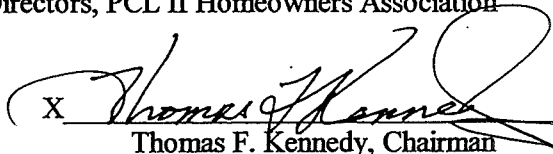
1. The lots described herein shall be used solely as recreational or residential lots and no structure shall be erected thereon other than a single family dwelling and a one or two car garage.
2. No building shall be erected nearer than 20 feet from the front lot line nor nearer that five feet to any side lot line.
3. The owner shall keep the premises, whether vacant or improved, free of weeds and debris and shall be responsible for the disposing of trash and garbage from his property. There shall be no livestock housed on the premises. There will be no commercial enterprises on their premises. The property owner gives Meadowbrook LTD or its assigns his consent to remove the junked cars or the other debris after 15 days of receipt of written notice to the property owner. Said removal shall be at owners expense.
4. There will be no more that one building site on each lot and no dwellings shall be allowed which is smaller that 900 square feet of liveable floor space.
5. A perpetual easement is reserved over the front 10 feet of each lot, over to the rear 5 feet of each lot, and over the side 5 feet of each lot for utility installation and maintenance.
6. When a septic tank is installed it shall have a capacity of not less that 1000 gallons and be located at least 75 feet from any well or spring. Each septic tank or sewer system shall be examined and pumped on an annual basis at the expense of the owner. If not done by the owner Meadowbrook LTD reserves the right to enter the premises and pump the septic tanks as deemed necessary and charge the cost thereof back to the owner.
7. It is understood and agreed that each owner shall have an easement for the use of the roads in said Pony Creek Lake Development II and that Meadowbrook LTD or its assigns shall have the authority to make special assessments for the imprcvement and betterment of the area including the maintenance of the roads. The costs of such improvements may be assessed proportionately against the owner of each occupied lot in said Development.

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8. Upon becoming the owner of record of any lot described herein, said owner shall automatically become a member of Pony Creek Lake Development II Homeowners Association Inc. and be bound by the membership provisions as outlined in the By-Laws of said Association
9. All plans and specifications for any constructions shall be approved prior to construction by the planning committee. Said planning committee shall consist of appointees retained by Meadowbrook LTD, and shall serve at its pleasure.
10. All vehicles belonging to property owners or their household shall be parked on the owners premises and free of the roadway and right of way.
11. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2051, at which time said covenants shall be automatically extended for successive periods of ten years unless by a vote of the majority of the then owners of the lots in said development it is agreed to change the said covenants in whole or in part.
12. Mills County will provide no maintenance, repairs, or construction on private streets.
13. All water front lots run contiguous to the water.
14. These covenants can only be changed or altered with the consent of Home Federal Mortgage's assignee, Meadowbrook LTD or its heirs or assigns acting through the above mentioned planning committee.
15. Neither Meadowbrook LTD nor any of its heirs or assignees shall in any way be held responsible or liable in any way for the rising of the water in the Pony Creek Lake Watershed.

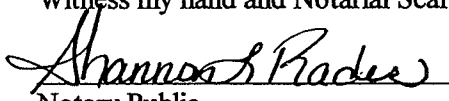
For the Board of Directors, PCL II Homeowners Association

X   
Thomas F. Kennedy, Chairman

State of Nebraska )  
County of Douglas)

On this 28<sup>th</sup> day of June 2000, before me the undersigned a Notary Public, duly commissioned and qualified for in said County, personally came Thomas F. Kennedy, to me known to be the identical person whose name is affixed to the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed.

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

  
Notary Public



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