

RESTRICTIVE COVENANTS

The undersigned (Owners) are the Owners of the property following their respective names (Properties) and the following described real estate:

Outlot "A", Stony Ridge Second Addition, Lincoln, Lancaster County, Nebraska (Commons).

Stony Ridge Development Company, a corporation, (Developer) is the developer of the Properties.

Stony Ridge Homeowners Association (Corporation) has been incorporated in Nebraska for the purposes of enforcing the Restrictive Covenants established upon the Properties and of administering and maintaining the Commons.

These Restrictive Covenants are established upon the Properties.

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

2. COMPLETION OF CONSTRUCTION: Any building placed or constructed upon any lot within the Properties shall be completed within nine months after the commencement of construction.

3. ANTENNAS: No wiring or antenna for electrical power, telephone, television, radio, or any other use shall be permitted above ground, except within a building.

4. APPROVAL OF PLANS: The Developer shall have the exclusive right to establish grades and slopes for 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 the Properties. Plans for any building or other improvement to be placed or constructed upon any lot within the Properties shall be submitted to the Developer and shall show the design, size and exterior material for the building or improvement and the plot plan for the lot. One set of plans shall be left on permanent file with the Developer.

Construction of the building or improvement shall not be commenced unless written approval of the plans has been secured from the Developer and shown of record. Written approval or disapproval of the plans shall be given by the Developer within 30 days after receipt thereof. Approval of the plans shall not be unreasonably withheld, and upon disapproval, a written statement of the grounds for disapproval shall be provided. The Developer shall have the exclusive right to disapprove the plans, if in the Developer's opinion, the plans do not conform to the general standard of development in the Properties.

5. CITY REQUIREMENTS: All buildings within the Properties shall be constructed in conformity with the requirements of the applicable building codes of the City of Lincoln, Nebraska. Public sidewalks and street trees shall be installed as required by the City of Lincoln, Nebraska.

6. TEMPORARY STRUCTURES: 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.

7. NUISANCE: No noxious or offensive activity shall be conducted or permitted upon any lot within the Properties, nor anything which is or may become an annoyance or nuisance to the neighborhood or which endangers the health or unreasonably disturbs the quiet of the occupants of adjoining lots.

8. SIGNS: No advertising signs, billboards, or other advertising devices shall be permitted on any lot within the Properties. However, the Developer may erect signs advertising lots for sale within the Properties, and a sign advertising a single lot for sale may be erected upon any lot.

9. ANIMALS: No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot within the Properties for any commercial purpose.

10. PARTY WALLS: Any wall constructed on any common lot lie 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 titleholders of the adjoining lots. The provisions of this paragraph shall not operate to relieve any member from any liability which the member may incur by reason of negligent or willful acts or omissions resulting in damage to a party wall.

11. ENCROACHMENTS: When a building shall be constructed on any lot so as to encroach upon an adjoining lot within the Properties, the member who is the titleholder of the lot with the encroaching building shall have an easement upon the adjoining lot to the extent of the encroachment. Any expense of maintenance, repair or replacement of the encroaching building shall be borne by the member who is the titleholder of the lot with the encroaching building. The provisions of this paragraph shall not operate to relieve any member from any liability which the member may incur by reason of negligent or willful acts or omissions resulting in damage to the encroaching building.

12. COMMON UTILITY LINES: When any utility line shall be constructed on two or more adjoining lots within the Properties, each member who is the titleholder of one of the adjoining lots shall have an easement for the maintenance, repair and replacement of the utility line upon all of the adjoining lots, which easement shall be appurtenant to the interest requisite for membership. Any expense of maintenance, repair or replacement of the utility line shall be borne equally by the members who are the titleholders 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 damage to the utility line.

13. RECREATIONAL VEHICLES: No recreational vehicle, as defined by the Lincoln Municipal Code, shall be parked or stored upon any lot within the Properties, except within an enclosed structure. Recreational vehicles may be temporarily parked or stored upon a lot for a period of time not to exceed 14 days per year.

14. PARKING: No vehicle shall be parked on either side of Stony Ridge Road.

15. HOMEOWNERS ASSOCIATION: Every person or entity who becomes a titleholder of a fee or undivided fee interest in any lot or living unit within the Properties shall be a member of the Corporation. However, any person or entity who holds such interest merely as security for the performance of an obligation shall not be a member.

16. MEMBERSHIP: The Corporation shall have two classes of membership:

Class A membership shall include all members of the Corporation except the Developer and any successor in interest. Each Class A member of the Corporation shall be entitled to all the rights of membership and to one vote for each lot or living unit in which the interest requisite for membership is held. However, no more than one vote shall be cast with respect to any lot or living unit.

Class B membership shall include only the Developer and any successor in interest. The Class B member shall be entitled to three votes for each lot or living unit in which the interest requisite for membership is held. However, the Class B membership shall be converted to Class A membership when the total number of votes entitled to be cast by Class A members equals the total number of votes entitled to be cast by the Class B member, or on December 31, 1993 whichever first occurs.

17. CONVEYANCE OF COMMONS: The Developer shall convey the Commons to the Corporation, free from encumbrance.

18. USE OF COMMONS: Each member of the Corporation shall have the right to use and enjoy the Commons and shall have an easement upon the Commons for the use thereof, which shall be appurtenant to the interest requisite for membership.

19. RIGHTS IN COMMONS: The rights and easements of the members of the Corporation shall be subject to:

- A. The right of the Corporation to borrow money for the purpose of improving the Commons and to mortgage the Commons. In the event of default, the mortgagee shall have the right, after taking possession of the Commons, to charge admission and other fees as a condition of the continued use of any recreational facilities within the Commons by the members, and to open the facilities to a wider public until the mortgage debt is satisfied. Any mortgage of the Commons shall be approved by the affirmative vote of two-thirds 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, if notice of the proposed mortgage is contained in the notice of the special meeting.
- B. The right of the Corporation to take any steps reasonably necessary to protect the Commons against foreclosure.
- C. The right of the Corporation to suspend the enjoyment of the facilities by any member for any period during which an assessment remains unpaid, and for a period not to exceed 30 days for any infraction of the published rules and regulations governing the use of the facilities.
- D. The right of the Corporation to charge reasonable admission and other fees for the use of the facilities.
- E. The right of the Corporation to dedicate or convey all or any part of the Commons to any public entity. Any dedication or conveyance shall be approved by the affirmative vote of two-thirds 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, if notice of the proposed dedication or conveyance is contained in the notice of the special meeting.

20. MAINTENANCE OF COMMONS, LAWN CARE AND SNOW REMOVAL: The Corporation covenants and each member of the Corporation, by the acceptance of a deed by which the interest requisite for member-

ship is acquired, shall be deemed to covenant to maintain the commons, to maintain the lawns within the Properties (including sprinkler systems and water charges), and to provide snow removal for the walkways and driveways within the Properties. The covenants by the members shall be satisfied by the payment of annual and special assessments for such purposes. Annual and special assessments shall be uniform as to each lot or living unit within the Properties. Each assessment shall be the personal obligation of the member who is, or was, the titleholder of the lot or living unit assessed at the time of the assessment, shall bear interest at the rate of 12% per annum until paid, and when shown of record, shall be a lien upon the lot or living unit assessed.

21. MAINTENANCE OF LANDSCAPE SCREENS: The Corporation covenants to maintain any landscape screen, whether composed of structural or live plant material, which is installed as required by the City of Lincoln, Nebraska. Each member of the Corporation who is the titleholder of a lot or living unit on a lot on which a screen is installed shall be deemed to covenant to maintain the screen. The covenants by such members may be satisfied by the payment of annual and special assessments for the maintenance of the screen. Each assessment shall be the personal obligation of the member who is, or was, the titleholder of the lot assessed at the time of such assessment, shall bear interest at the rate of 12% per annum until paid, and shall be a lien upon the lot assessed.

22. MAINTENANCE OF EXTERIORS: The Corporation may maintain the exterior of any improvements within the Properties, excluding glass surfaces, and shall have the right to enter upon any lot within the Properties, at reasonable times, to perform maintenance. The cost of maintenance shall be added to the next annual assessment.

23. LIEN OF ASSESSMENTS: The lien of any annual or special assessment shall, until shown of record, be subordinate to the

lien of any mortgage placed upon the lot against which the assessment is levied.

24. ANNUAL AND SPECIAL ASSESSMENTS: No annual or special assessment for the administration, maintenance or improvement of the Commons shall be levied by the Corporation until legal title to the Commons has been conveyed to the Corporation. Annual and special assessments, other than for capital improvements, may be levied by the Board of Directors of the Corporation. Any special assessment for capital improvements shall be approved by the affirmative vote of two-thirds of each class of members affected and entitled to vote, at a regular meeting of the members or at a special meeting of the members, if notice of a special assessment is contained in the notice of the special meeting.

25. AMENDMENTS: These Restrictive Covenants shall run with the land and shall be binding upon and enforceable by the Owners and all persons claiming under the Owners. These Restrictive Covenants may be terminated or modified, in writing, by the owners of two-thirds of the lots within the Properties, at any time. However, the provisions of these Restrictive Covenants governing membership in the Association, the maintenance of the Commons and parking shall not be terminated or modified without the consent of the City of Lincoln, Nebraska.

26. ENFORCEMENT: The enforcement of these Restrictive Covenants may be by proceedings at law or in equity against any person violating or attempting to violate any provision hereof. The proceedings may be to restrain the violation, or to recover damages and, by the Corporation, may be to enforce any lien or obligation created hereby.

27. SEVERABILITY: The invalidation of any one of these Restrictive Covenants shall not affect the validity of the remaining provisions hereof.

DATED _____, 1989.

Stony Ridge Development
Company, a Nebraska
corporation,

By: Gerald L. Schleich
Gerald L. Schleich, President

Robert G. Kalkwarf
Robert G. Kalkwarf
Kenneth L. Kalkwarf
Kenneth L. Kalkwarf

Joan M. Mimick
Joan M. Mimick

Harold F. Gibbs
Harold F. Gibbs

Olive L. Olson
Olive L. Olson

Bernice M. Bard
Bernice M. Bard

Fred H. Nielsen
Fred H. Nielsen

June B. Nielsen
June B. Nielsen

George G. Robb
George G. Robb
Ruby M. Robb
Ruby M. Robb

Lots 1, 2, 4, 5 and 6; Lots 8
through 10; Lots 13 through 15;
Lot 17; Lots 19 through 29, Stony
Ridge Second Addition and Outlot
"A", Stony Ridge Second Addition,
Lincoln, Lancaster County,
Nebraska

Lot 3, Stony Ridge Second
Addition, Lincoln, Lancaster
County, Nebraska

Lot 7, Stony Ridge Second
Addition, Lincoln, Lancaster
County, Nebraska

Lot 11, Stony Ridge Second
Addition, Lincoln, Lancaster
County, Nebraska

Lot 12, Stony Ridge Second
Addition, Lincoln, Lancaster
County, Nebraska

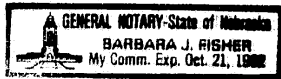
Lot 16, Stony Ridge Second
Addition, Lincoln, Lancaster
County, Nebraska

Lot 18, Stony Ridge Second
Addition, Lincoln, Lancaster
County, Nebraska

Lot 30, Stony Ridge Second
Addition, Lincoln, Lancaster
County, Nebraska

STATE OF NEBRASKA)
) SS:
COUNTY OF LANCASTER)

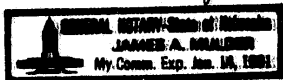
The foregoing instrument was acknowledged before me this 3rd day of April, 1989, by Gerald L. Schleich, President of Stony Ridge Development Company, a Nebraska corporation, on behalf of the corporation.



Barbara J. Fisher
Notary Public

STATE OF NEBRASKA)
) SS:
COUNTY OF LANCASTER)

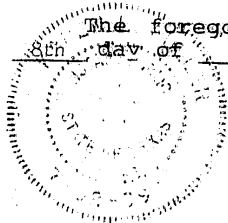
23 The foregoing instrument was acknowledged before me this day of April, 1989, by Robert G. Kalkwarf.



James A. Mulder
Notary Public

TEXAS
STATE OF ~~NEBRASKA~~)
BEXAR) SS:
COUNTY OF ~~LANCASTER~~)

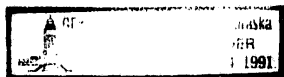
The foregoing instrument was acknowledged before me this 28th day of May, 1989, by Kenneth L. Kalkwarf.



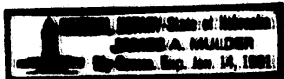
Karen L. Fuller
Notary Public

STATE OF NEBRASKA)
) SS:
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 21 day of April 1989, 1989, by Joan M. Mimick.

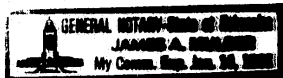


James A. Mulder
Notary Public



STATE OF NEBRASKA)
) ss:
COUNTY OF LANCASTER)

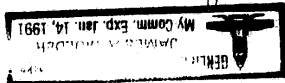
The foregoing instrument was acknowledged before me this
21 day of April, 1989, by Harold F. Gibbs.



James A. Mulder
Notary Public

STATE OF NEBRASKA)
) ss:
COUNTY OF LANCASTER)

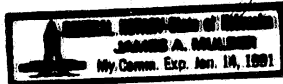
The foregoing instrument was acknowledged before me this
21 day of April, 1989, by Olive L. Olson.



James A. Mulder
Notary Public

STATE OF NEBRASKA)
) ss:
COUNTY OF LANCASTER)

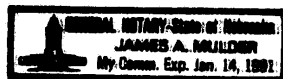
The foregoing instrument was acknowledged before me this
22 day of April, 1989, by Bernice M. Bard.



James A. Mulder
Notary Public

STATE OF NEBRASKA)
) ss:
COUNTY OF LANCASTER)

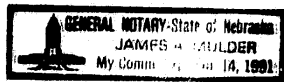
The foregoing instrument was acknowledged before me this
23 day of April, 1989, by Fred H. Nielsen and
June B. Nielsen, husband and wife.



James A. Mulder
Notary Public

STATE OF NEBRASKA)
) SS:
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this
21 day of April, 1989, by George G. Robb and Ruby M.
Robb, husband and wife.



James A. Mulder
Notary Public

(4-04-9c)

APPROVED:

[Signature]
Dana W. Roper
Chief Assistant City Attorney

Dated this 21 day of July, 1989.

NO BLOCK
STRI:2



INST. NO. 89 20788

Don J. [Signature]
REGISTERED FILED
89 JUL 28 PM 4:20

\$ 56⁰⁰

Person Ex...

RESTRICTIVE COVENANTS

The undersigned (Owners) are the Owners of the property following their respective names (Properties) and the following described real estate:

Outlot "A", Stony Ridge Second Addition, Lincoln, Lancaster County, Nebraska (Commons).

Stony Ridge Development Company, a corporation, (Developer) is the developer of the Properties.

Stony Ridge Homeowners Association (Corporation) has been incorporated in Nebraska for the purposes of enforcing the Restrictive Covenants established upon the Properties and of administering and maintaining the Commons.

These Restrictive Covenants are established upon the Properties.

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

2. COMPLETION OF CONSTRUCTION: Any building placed or constructed upon any lot within the Properties shall be completed within nine months after the commencement of construction.

3. ANTENNAS: No wiring or antenna for electrical power, telephone, television, radio, or any other use shall be permitted above ground, except within a building.

4. APPROVAL OF PLANS: The Developer shall have the exclusive right to establish grades and slopes for 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 the Properties. Plans for any building or other improvement to be placed or constructed upon any lot within the Properties shall be submitted to the Developer and shall show the design, size and exterior material for the building or improvement and the plot plan for the lot. One set

of plans shall be left on permanent file with the Developer. Construction of the building or improvement shall not be commenced unless written approval of the plans has been secured from the Developer and shown of record. Written approval or disapproval of the plans shall be given by the Developer within 30 days after receipt thereof. Approval of the plans shall not be unreasonably withheld, and upon disapproval, a written statement of the grounds for disapproval shall be provided. The Developer shall have the exclusive right to disapprove the plans, if in the Developer's opinion, the plans do not conform to the general standard of development in the Properties.

5. CITY REQUIREMENTS: All buildings within the Properties shall be constructed in conformity with the requirements of the applicable building codes of the City of Lincoln, Nebraska. Public sidewalks and street trees shall be installed as required by the City of Lincoln, Nebraska.

6. TEMPORARY STRUCTURES: 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.

7. NUISANCE: No noxious or offensive activity shall be conducted or permitted upon any lot within the Properties, nor anything which is or may become an annoyance or nuisance to the neighborhood or which endangers the health or unreasonably disturbs the quiet of the occupants of adjoining lots.

8. SIGNS: No advertising signs, billboards, or other advertising devices shall be permitted on any lot within the Properties. However, the Developer may erect signs advertising lots for sale within the Properties, and a sign advertising a single lot for sale may be erected upon any lot.

9. ANIMALS: No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot within the Properties for any commercial purpose.

10. PARTY WALLS: Any wall constructed on any common lot lie 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 titleholders of the adjoining lots. The provisions of this paragraph shall not operate to relieve any member from any liability which the member may incur by reason of negligent or willful acts or omissions resulting in damage to a party wall.

11. ENCROACHMENTS: When a building shall be constructed on any lot so as to encroach upon an adjoining lot within the Properties, the member who is the titleholder of the lot with the encroaching building shall have an easement upon the adjoining lot to the extent of the encroachment. Any expense of maintenance, repair or replacement of the encroaching building shall be borne by the member who is the titleholder of the lot with the encroaching building. The provisions of this paragraph shall not operate to relieve any member from any liability which the member may incur by reason of negligent or willful acts or omissions resulting in damage to the encroaching building.

12. COMMON UTILITY LINES: When any utility line shall be constructed on two or more adjoining lots within the Properties, each member who is the titleholder of one of the adjoining lots shall have an easement for the maintenance, repair and replacement of the utility line upon all of the adjoining lots, which easement shall be appurtenant to the interest requisite for membership. Any expense of maintenance, repair or replacement of the utility line shall be borne equally by the members who are the titleholders of such adjoining lots. The provisions of this

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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 damage to the utility line.

13. RECREATIONAL VEHICLES: No recreational vehicle, as defined by the Lincoln Municipal Code, shall be parked or stored upon any lot within the Properties, except within an enclosed structure. Recreational vehicles may be temporarily parked or stored upon a lot for a period of time not to exceed 14 days per year.

14. PARKING: No vehicle shall be parked on either side of Stony Ridge Road.

15. HOMEOWNERS ASSOCIATION: Every person or entity who becomes a titleholder of a fee or undivided fee interest in any lot or living unit within the Properties shall be a member of the Corporation. However, any person or entity who holds such interest merely as security for the performance of an obligation shall not be a member.

16. MEMBERSHIP: The Corporation shall have two classes of membership:

Class A membership shall include all members of the Corporation except the Developer and any successor in interest. Each Class A member of the Corporation shall be entitled to all the rights of membership and to one vote for each lot or living unit in which the interest requisite for membership is held. However, no more than one vote shall be cast with respect to any lot or living unit.

Class B membership shall include only the Developer and any successor in interest. The Class B member shall be entitled to three votes for each lot or living unit in which the interest requisite for membership is held. However, the Class B membership shall be converted to Class A membership when the total

number of votes entitled to be cast by Class A members equals the total number of votes entitled to be cast by the Class B member, or on December 31, 1993 whichever first occurs.

17. CONVEYANCE OF COMMONS: The Developer shall convey the Commons to the Corporation, free from encumbrance.

18. USE OF COMMONS: Each member of the Corporation shall have the right to use and enjoy the Commons and shall have an easement upon the Commons for the use thereof, which shall be appurtenant to the interest requisite for membership.

19. RIGHTS IN COMMONS: The rights and easements of the members of the Corporation shall be subject to:

- A. The right of the Corporation to borrow money for the purpose of improving the Commons and to mortgage the Commons. In the event of default, the mortgagee shall have the right, after taking possession of the Commons, to charge admission and other fees as a condition of the continued use of any recreational facilities within the Commons by the members, and to open the facilities to a wider public until the mortgage debt is satisfied. Any mortgage of the Commons shall be approved by the affirmative vote of two-thirds 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, if notice of the proposed mortgage is contained in the notice of the special meeting.
- B. The right of the Corporation to take any steps reasonably necessary to protect the Commons against foreclosure.
- C. The right of the Corporation to suspend the enjoyment of the facilities by any member for any period during which an assessment remains unpaid, and for a period not to exceed 30 days for any infraction of the published rules and regulations governing the use of the facilities.
- D. The right of the Corporation to charge reasonable admission and other fees for the use of the facilities.
- E. The right of the Corporation to dedicate or convey all or any part of the Commons to any public entity. Any dedication or conveyance shall be

approved by the affirmative vote of two-thirds 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, if notice of the proposed dedication or conveyance is contained in the notice of the special meeting.

20. MAINTENANCE OF COMMONS, LAWN CARE AND SNOW REMOVAL: The Corporation covenants and each member of the Corporation, by the acceptance of a deed by which the interest requisite for membership is acquired, shall be deemed to covenant to maintain the commons, to maintain the lawns within the Properties (including sprinkler systems and water charges), and to provide snow removal for the walkways and driveways within the Properties. The covenants by the members shall be satisfied by the payment of annual and special assessments for such purposes. Annual and special assessments shall be uniform as to each lot or living unit within the Properties. Each assessment shall be the personal obligation of the member who is, or was, the titleholder of the lot or living unit assessed at the time of the assessment, shall bear interest at the rate of 12% per annum until paid, and when shown of record, shall be a lien upon the lot or living unit assessed.

21. MAINTENANCE OF LANDSCAPE SCREENS: The Corporation covenants to maintain any landscape screen, whether composed of structural or live plant material, which is installed as required by the City of Lincoln, Nebraska. Each member of the Corporation who is the titleholder of a lot or living unit on a lot on which a screen is installed shall be deemed to covenant to maintain the screen. The covenants by such members may be satisfied by the payment of annual and special assessments for the maintenance of the screen. Each assessment shall be the personal obligation of the member who is, or was, the titleholder of the lot assessed at the time of such assessment, shall bear interest at the rate of 12% per annum until paid, and shall be a lien upon the lot assessed.

22. MAINTENANCE OF EXTERIORS: The Corporation may maintain the exterior of any improvements within the Properties, excluding glass surfaces, and shall have the right to enter upon any lot within the Properties, at reasonable times, to perform maintenance. The cost of maintenance shall be added to the next annual assessment.

23. LIEN OF ASSESSMENTS: The lien of any annual or special assessment shall, until shown of record, be subordinate to the lien of any mortgage placed upon the lot against which the assessment is levied.

24. ANNUAL AND SPECIAL ASSESSMENTS: No annual or special assessment for the administration, maintenance or improvement of the Commons shall be levied by the Corporation until legal title to the Commons has been conveyed to the Corporation. Annual and special assessments, other than for capital improvements, may be levied by the Board of Directors of the Corporation. Any special assessment for capital improvements shall be approved by the affirmative vote of two-thirds of each class of members affected and entitled to vote, at a regular meeting of the members or at a special meeting of the members, if notice of a special assessment is contained in the notice of the special meeting.

25. AMENDMENTS: These Restrictive Covenants shall run with the land and shall be binding upon and enforceable by the Owners and all persons claiming under the Owners. These Restrictive Covenants may be terminated or modified, in writing, by the owners of two-thirds of the lots within the Properties, however, so long as there is a Class B membership, no real property shall be added to the Properties or the Commons, no part of the Commons shall be dedicated, the Commons shall not be mortgaged or otherwise encumbered, and these Restrictive Covenants shall not be amended, without the prior written consent of the Federal Housing Administration or the Veterans Administration. Further, the provisions of these Restrictive Covenants governing membership in

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the Association, the maintenance of the Commons and parking shall not be terminated or modified without the consent of the City of Lincoln, Nebraska.

26. ENFORCEMENT: The enforcement of these Restrictive Covenants may be by proceedings at law or in equity against any person violating or attempting to violate any provision hereof. The proceedings may be to restrain the violation, or to recover damages and, by the Corporation, may be to enforce any lien or obligation created hereby.

27. SEVERABILITY: The invalidation of any one of these Restrictive Covenants shall not affect the validity of the remaining provisions hereof.

DATED _____, 1990.

1
Stony Ridge Development
Company, a Nebraska
corporation,

By: Gerald L. Schleich
Gerald L. Schleich, President

Lots 7, 9, 13, 14, 17; and Lots
19 through 29, Stony Ridge
Second Addition and Outlot "A,"
Stony Ridge Second Addition,
Lincoln, Lancaster County,
Nebraska

Evelyn R. Shaw
Evelyn R. Shaw

Lot 1, Stony Ridge Second
Addition, Lincoln, Lancaster
County, Nebraska

Patricia Krumenacker
Patricia Krumenacker

Lot 2, Stony Ridge Second
Addition, Lincoln, Lancaster
County, Nebraska

Robert G. Kalkwarf
Robert G. Kalkwarf

Lot 3, Stony Ridge Second
Addition, Lincoln, Lancaster
County, Nebraska

Kenneth L. Kalkwarf
Kenneth L. Kalkwarf

Helen I. Anderson
Helen I. Anderson

Lot 4, Stony Ridge Second
Addition, Lincoln, Lancaster
County, Nebraska

Clayton M. Miller
Clayton M. Miller

Joyce Backemeyer
Joyce Backemeyer

Lot 5, Stony Ridge Second
Addition, Lincoln, Lancaster
County, Nebraska

Georgia Wall
Georgia Wall

Lot 6, Stony Ridge Second
Addition, Lincoln, Lancaster
County, Nebraska

John H. Towne
John H. Towne

Dorothy A. Towne
Dorothy A. Towne

Emma Lee Olsen
Emma Lee Olsen

Lot 8, Stony Ridge Second
Addition, Lincoln, Lancaster
County, Nebraska

Kurt M. Bauer
Kurt M. Bauer

Lot 10, Stony Ridge Second
Addition, Lincoln, Lancaster
County, Nebraska

Harold F. Gibbs
Harold F. Gibbs

Lot 11, Stony Ridge Second
Addition, Lincoln, Lancaster
County, Nebraska

Olive L. Olson
Olive L. Olson

Lot 12, Stony Ridge Second
Addition, Lincoln, Lancaster
County, Nebraska

Beverly Corvelle
Beverly Corvelle

Lot 15, Stony Ridge Second
Addition, Lincoln, Lancaster
County, Nebraska

Bernice M. Bard
Bernice M. Bard

Lot 16, Stony Ridge Second
Addition, Lincoln, Lancaster
County, Nebraska

Fred H. Nielsen
Fred H. Nielsen

Lot 18, Stony Ridge Second
Addition, Lincoln, Lancaster
County, Nebraska

June B. Nielsen
June B. Nielsen

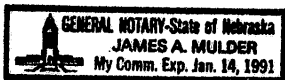
George E. Robb
George E. Robb

Lot 30, Stony Ridge Second
Addition, Lincoln, Lancaster
County, Nebraska

Ruby M. Robb
Ruby M. Robb

STATE OF NEBRASKA)
COUNTY OF LANCASTER) ss:

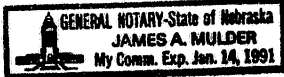
The foregoing instrument was acknowledged before me this 30 day of April, 1990, by Gerald L. Schleich, President of Stony Ridge Development Company, a Nebraska corporation, on behalf of the corporation.



James A. Mulder
Notary Public

STATE OF NEBRASKA)
COUNTY OF LANCASTER) ss:

The foregoing instrument was acknowledged before me this 1 day of May, 1990, by Evelyn R. Shaw.



James A. Mulder
Notary Public

STATE OF NEBRASKA)
COUNTY OF LANCASTER) ss:

The foregoing instrument was acknowledged before me this _____ day of _____, 1990, by Patricia Krumenacker.

Notary Public

STATE OF NEBRASKA)
COUNTY OF LANCASTER) ss:

The foregoing instrument was acknowledged before me this _____ day of _____, 1990, by Robert G. Kalkwarf.

Notary Public

STATE OF NEBRASKA)
COUNTY OF LANCASTER) ss:

The foregoing instrument was acknowledged before me this
____ day of _____, 1990, by Kenneth L. Kalkwarf.

Notary Public

STATE OF NEBRASKA)
COUNTY OF LANCASTER) ss:

The foregoing instrument was acknowledged before me this
____ day of _____, 1990, by Helen I. Anderson.

Notary Public

STATE OF NEBRASKA)
COUNTY OF LANCASTER) ss:

The foregoing instrument was acknowledged before me this
____ day of _____, 1990, by Clayton M. Miller.

Notary Public

STATE OF NEBRASKA)
COUNTY OF LANCASTER) ss:

The foregoing instrument was acknowledged before me this
____ day of _____, 1990, by Joyce Backemeyer.

Notary Public

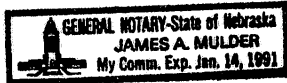
STATE OF NEBRASKA)
) ss:
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this
____ day of _____, 1990, by Georgia Wall.

Notary Public

STATE OF NEBRASKA)
) ss:
COUNTY OF LANCASTER)

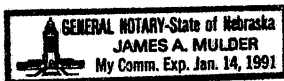
The foregoing instrument was acknowledged before me this
1 day of May, 1990, by John H. Towne and Dorothy
A. Towne, husband and wife.



James A. Mulder
Notary Public

STATE OF NEBRASKA)
) ss:
COUNTY OF LANCASTER)

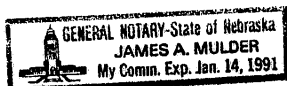
The foregoing instrument was acknowledged before me this
30 day of April, 1990, by Emma Lee Olsen.



James A. Mulder
Notary Public

STATE OF NEBRASKA)
) ss:
COUNTY OF LANCASTER)

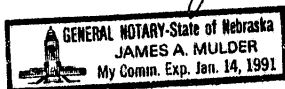
The foregoing instrument was acknowledged before me this
30 day of April, 1990, by Kurt M. Bauer.



James A. Mulder
Notary Public

STATE OF NEBRASKA)
) ss:
COUNTY OF LANCASTER)

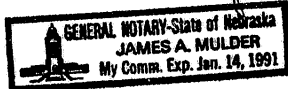
The foregoing instrument was acknowledged before me this
30 day of April, 1990, by Harold F. Gibbs.



James A. Mulder
Notary Public

STATE OF NEBRASKA)
) ss:
COUNTY OF LANCASTER)

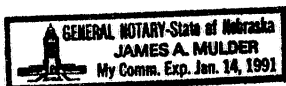
The foregoing instrument was acknowledged before me this
30 day of April, 1990, by Olive L. Olson.



James A. Mulder
Notary Public

STATE OF NEBRASKA)
) ss:
COUNTY OF LANCASTER)

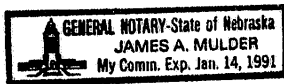
The foregoing instrument was acknowledged before me this
30 day of April, 1990, by Beverly Corvelle.



James A. Mulder
Notary Public

STATE OF NEBRASKA)
) ss:
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this
30 day of April, 1990, by Bernice M. Bard.

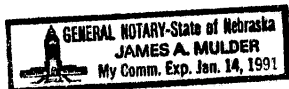


James A. Mulder
Notary Public

15

STATE OF NEBRASKA)
COUNTY OF LANCASTER) SS:

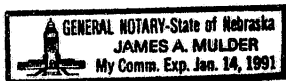
The foregoing instrument was acknowledged before me this
30 day of April, 1990, by Fred H. Nielsen and
June B. Nielsen, husband and wife.



James A. Mulder
Notary Public

STATE OF NEBRASKA)
COUNTY OF LANCASTER) SS:

The foregoing instrument was acknowledged before me this
30 day of April, 1990, by George G. Robb and Ruby M.
Robb, husband and wife.



James A. Mulder
Notary Public

(d4-04-9c)

BOOK

CODE

STR. 2

CHECKED

ENTERED

EDTED

LANCASTER COUNTY, NEB.

Don Jals
REGISTER OF DEEDS

50 MAY -2 PM 4:42

RECORDED IN
JANUARY 1991
FILED FOR RECORD AS

12085

INST. NO. 90-

#76.507

LANCASTER COUNTY, NEB
Dan Noltz
REGISTER OF DEEDS

OCT 12 4 20 PM '95

#130 50
INST. NO 95
032510

BLOCK
NO
CODE
51312
CHECKED
ENTERED
EDITED
ck

Persons: Fitchett
Ste B.
530 S 13th St.
(08)

AMENDED RESTRICTIVE COVENANTS

The signers of this document are two thirds or more of the Titleholders of the following-described real estate:

Lots 1 through 30, Stony Ridge Second Addition, Lincoln, Lancaster County, Nebraska (Properties) and Outlot A, Stony Ridge Second Addition, Lincoln, Lancaster County, Nebraska (Commons)

Stony Ridge Homeowners Association (Corporation) has been incorporated in Nebraska for the purposes of enforcing the Restrictive Covenants established upon the Properties and of administering and maintaining the Commons. The affairs of the Corporation are conducted by its Board of Directors (Board).

These Amended Restrictive Covenants (Covenants) are established upon the Properties.

1. USE: No lot within the Properties shall be used other than for residential purposes.
2. COMPLETION OF CONSTRUCTION: Any building placed or constructed upon any lot within the Properties shall be completed within nine months after the commencement of construction. All construction shall be subject to Board approval as provided in these Amended Covenants.
3. ANTENNAS: No wiring or antenna for electrical power, telephone, television, radio, or any other use shall be permitted above ground, except within a building unless approved by the Board.
4. ARCHITECTURAL AND LANDSCAPE CONTROL: Plans for any building or other improvement to be placed or constructed upon any lot within the Properties shall be submitted to the Board and shall show the design, size and exterior material for the building or improvement and the plot plan for the lot. One set of plans shall be left on permanent file with the Board. No accessory building, storage shed, fence or wall shall be erected or maintained upon the Properties, nor shall any driveway be expanded. No exterior addition to, or alteration of any dwelling structure upon the Properties shall be made or commenced until 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 the architectural character of surrounding structures by the Board or by an architectural committee of three or more representatives appointed by the Board. In addition, no change in color or exterior shall be made or commenced by any homeowner unless approved by the Board or its designated committee, to assure continued architectural harmony and compatibility of the structures located on the Properties. In the event the Board, or its

X

committee, fails to approve or disapprove a request for any proposed alteration, modification or addition within 30 days after the plans and specifications and/or a detailed proposal have been submitted, approval will not be required and this provision will be deemed to have been fully complied with.

Plans for any landscaping utilizing perennial plants, shrubs or trees or any improvements which could affect the obligation of the Board to maintain the sprinkler system or provide for lawn care or snow removal shall be submitted to the Board for approval. As a condition of approval, the Board may require the titleholder to enter into a written agreement obligating the titleholder and any successors in interest to be responsible for the maintenance and expense of the landscaping improvement and to be subject to individual special assessments relating to the maintenance or expense.

5. CITY REQUIREMENTS: All buildings within the Properties shall be constructed in conformity with the requirements of the applicable building codes of the City of Lincoln, Nebraska. Public sidewalks and street trees shall be installed as required by the City of Lincoln, Nebraska.

6. TEMPORARY STRUCTURES: 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.

7. NUISANCE: No noxious or offensive activity shall be conducted or permitted upon any lot within the Properties, nor anything which is or may become an annoyance or nuisance to the neighborhood or which endangers the health or unreasonably disturbs the quiet of the occupants of adjoining lots. The Board may establish rules regulating garbage service and trash removal.

8. SIGNS: No advertising signs, billboards, or other advertising devices shall be permitted on any lot within the Properties; however, any titleholder of a lot may place on a lot which they own the following:

- a. A for sale sign;
- b. An open house sign if posted for a period not exceeding 48 hours;
- c. Political campaign signs not exceeding six square feet in dimension and for the limited time established by the Lincoln Municipal Code;
- d. Garage sale signs for a period not exceeding 48 hours if the titleholder of the lot is conducting the sale.

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

10. PARTY WALLS: Any wall 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 titleholders of the adjoining lots. The provisions of this paragraph shall not operate to relieve any member from any liability

which the member may incur by reason of negligent or willful acts or omissions resulting in damage to a party wall.

11. ENCROACHMENTS: When a building shall be constructed on any lot so as to encroach upon an adjoining lot within the Properties, the member who is the titleholder of the lot with the encroaching building shall have an easement upon the adjoining lot to the extent of the encroachment. Any expense of maintenance, repair or replacement of the encroaching building shall be borne by the member who is the titleholder of the lot with the encroaching building. The provisions of this paragraph shall not operate to relieve any member from any liability which the member may incur by reason of negligent or willful acts or omissions resulting in damage to the encroaching building.

12. COMMON UTILITY LINES: When any utility line shall be constructed on two or more adjoining lots within the Properties, each member who is the titleholder of one of the adjoining lots shall have an easement for the maintenance, repair and replacement of the utility line upon all of the adjoining lots, which easement shall be appurtenant to the interest requisite for membership. Any expense of maintenance, repair or replacement of the utility line shall be borne equally by the members who are the titleholders 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 damage to the utility line.

13. RECREATIONAL VEHICLES: No recreational vehicle, as defined by the Lincoln Municipal Code, shall be parked or stored upon any lot within the Properties, except within an enclosed structure. Recreational vehicles may be temporarily parked or stored upon a lot for a period of time not to exceed 14 days per year.

14. PARKING: No vehicle shall be parked on either side of Stony Ridge Road.

15. HOMEOWNERS ASSOCIATION MEMBERSHIP: Every person or entity who becomes a titleholder of a fee or undivided fee interest in any lot or living unit within the Properties shall be a member of the Corporation. However, any person or entity who holds such interest merely as security for the performance of an obligation shall not be a member. The Corporation shall have one class of membership.

Each member of the Corporation shall be entitled to all the rights of membership and to one vote for each lot or living unit in which the interest requisite for membership is held. However, no more than one vote shall be cast with respect to any lot or living unit.

16. COMMONS: The Commons (Outlot A) includes Stony Ridge Road, 72nd Street, the sidewalks and pedestrian easement areas, an area to the rear of each Lot, and an area to the side and/or front of Lots 1, 12, 13, 18, 19 and 30. Common area improvements shall include all streets, walks, storm sewer and drainage structures, ornamental street lighting, sprinklers, lawns and plantings required by the City of Lincoln.

17. USE OF COMMONS: Each member of the Corporation shall have the right to use and enjoy the Commons and shall have an easement upon the Commons for the use thereof, which shall be appurtenant to the interest requisite for membership.

18. RIGHTS IN COMMONS: The rights and easements of the members of the Corporation shall be subject to:

- a. The right of the Corporation to borrow money for the purpose of improving the Commons and to mortgage the Commons. Any mortgage of the Commons shall be approved by the affirmative vote of two-thirds 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, if notice of the proposed mortgage is contained in the notice of the special meeting.
- b. The right of the Corporation to take any steps reasonably necessary to protect the Commons against foreclosure.
- c. The right of the Corporation to dedicate or convey all or any part of the Commons to any public entity. Any dedication or conveyance shall be approved by the affirmative vote of two-thirds 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, if notice of the proposed dedication or conveyance is contained in the notice of the special meeting.
- d. The right of the Board to promulgate rules and regulations relating to the use of the commons by members of the Corporation, which may be amended from time to time as situations arise which affect the use and enjoyment of the Commons by all members of the Corporation.

19. MAINTENANCE OF COMMONS: The Corporation covenants and each member of the Corporation, by the acceptance of a deed by which the interest requisite for membership 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. Annual and special assessments shall be uniform as to each lot within the Properties. Each assessment shall be the personal obligation of the member who is, or was, the titleholder of the lot assessed at the time of the assessment, shall bear interest at the rate of 14 percent per annum until paid, and when shown of record shall be a lien upon the lot assessed.

20. USE OF COMMON PRIVATE STREETS: Each member of the Corporation, who is the titleholder of a lot or living unit which has access to a street by way of a common private street, shall have an easement upon such private street for ingress and egress from and to the street, which shall be appurtenant to the interest requisite for membership.

21. MAINTENANCE OF PRIVATE STREETS: The Corporation covenants to maintain each common private street serving three or more lots or living units. Each member of the Corporation, who is the titleholder of a lot or living unit which has access to a street by way of a private street, shall be deemed to covenant to maintain the common private street. The covenants by such members may be satisfied by the payment of annual and special assessments for the maintenance of common private streets. Each assessment shall be the personal obligation of the member who is, or was, the titleholder of the lot or living unit assessed at the time of the

assessment, shall bear interest at the rate of 14 percent per annum until paid and shall be a lien upon the lot or living unit assessed.

22. MAINTENANCE OF LANDSCAPE SCREENS: The Corporation covenants to maintain any landscape screen, whether composed of structural or live plant material, which is installed as required by the City of Lincoln, Nebraska. Each member of the Corporation who is the titleholder of a lot or living unit on a lot on which a screen is installed shall be deemed to covenant to maintain the screen. The covenants by such members may be satisfied by the payment of annual and special assessments for the maintenance of the screen. Each assessment shall be the personal obligation of the member who is, or was, the titleholder of the lot assessed at the time of such assessment, shall bear interest at the rate of 14 percent per annum until paid shall be a lien upon the lot assessed.

23. MAINTENANCE OF EXTERIORS: The maintenance of the exterior of all dwelling structures, and appurtenances thereto, within the Properties shall be the responsibility of the Titleholder of any lot within the Properties, provided however, that if the Titleholder shall fail to maintain the exterior of such dwelling structure and appurtenances and such deferral of maintenance, in the judgement of the Board, creates an adverse affect on the values of the other Properties, the Corporation shall have the right to enter upon any lot within the Properties, at reasonable times, and perform or cause to be performed such maintenance as may, in the judgement of the Board, be required. Such action by the Corporation may be undertaken following delivery of a written notice to the Titleholder of the Property stating the intent of the Corporation to undertake the maintenance and allowing a period of not less than 60 days for the Owner to take corrective action. The cost of any such maintenance plus a 10 percent administration fee shall be the subject of a special assessment against the lot which, when filed of record, shall become a lien against the individual lot.

24. LAWN CARE, SPRINKLERS AND SNOW REMOVAL: The Corporation Covenants, and each member by acceptance of a Deed by which the interest requisite for membership is acquired, shall be deemed to Covenant to maintain the lawns within the Properties and Commons including sprinkler systems and water charges, and to provide snow removal for the walkways, driveways and private streets. The Covenants by the members shall be satisfied by the payment of annual and special assessments for such purposes. Annual and special assessments shall be uniform as to each Lot or living unit within the Properties. Each assessment shall be the personal obligation who is, or was, the titleholder of the Lot or living unit assessed at the time of the assessment, shall bear interest at the rate of 14% interest until paid, and, when shown of record shall be a lien upon the Lot or living unit assessed.

25. EASEMENT: The Corporation and its employees, contractors and agents shall have an easement over, under and upon all the Properties and the right of entry at reasonable times, to perform its obligations to maintain, repair, install, operate or replace improvements, landscaping, sprinkler systems and perform any other responsibilities under the covenants.

26. INSURANCE: Each member of the Corporation covenants to maintain fire and extended coverage insurance on improvements in an amount equal to their full insurable value. Any proceeds of insurance shall be applied, to the extent required by the Corporation, to the repair or reconstruction of the improvements. The Corporation may maintain such insurance and add its cost plus a ten percent administration fee to the next annual assessment against a Lot.

Each member shall provide proof of insurance to the Corporation upon request.

27. LIEN OF ASSESSMENTS: The lien of any annual or special assessment shall, until shown of record, be subordinate to the lien of any mortgage placed upon the lot against which the assessment is levied.

28. ASSESSMENTS: The members, by the acceptance of a deed to one of the lots within the Properties, shall be deemed to covenant and agree to pay the Corporation the assessments, together with late fees, interest, reasonable attorney fees, and other costs of collection, which shall be a lien upon a lot until paid. Each assessment and other charges shall also be the personal obligation of the Titleholder of the lot at the time any assessment is due.

- a. Assessment Purpose: Assessments shall be levied by the Corporation solely to enable the Corporation to perform its obligations to its members. The specific purposes for which such assessments may be levied shall include, but not be limited to: the administration, maintenance and repair of the private streets, landscaping and grounds on the lots of its members; all taxes, fees permits, and other assessments by governmental or public entities which may be incurred by the Corporation; to provide adequate insurance; and to provide such reserves as may be deemed necessary in order to accomplish the objects and purposes of the Corporation.
- b. Annual Assessments: The annual assessment shall be estimated by the directors of the Corporation and shall be payable in equal monthly installments. On or about the first day of July in each year, the Board shall establish the annual assessment rate for the following calendar year. The rate established by the Board shall apply to monthly installments beginning as of July 1. Monthly assessments shall be payable on or before the 5th day of each month. Written notice of the annual assessment shall be sent to every member on or before July 1 of every year.
- c. Special Assessment: In addition to the annual assessment, the Corporation may levy special assessments for unexpected repairs or replacements, or other unanticipated expenses of the Corporation reasonably necessary to permit the Corporation to fully perform its obligations. Written notice of the special assessment shall be given to the members specifying the reason for the special assessment and the date payment is due. The date set for payment must be at least thirty days after the date of the notice.
- d. Improvement Assessment: In addition to the annual and special assessments, the Corporation may levy an improvement assessment for any capital improvements. Any such improvement assessment shall require the affirmative vote of two-thirds of the members entitled to vote. Payment of the improvement assessment shall be made on terms established by the Corporation which terms shall be included in the written notice to the members advising them of the improvement assessment.

- e. Lot Assessment: The Corporation may levy a special lot assessment ("Lot Assessment") for the actual cost (plus ten percent as an administrative fee) for any exterior maintenance it performs on any improvement on a lot or for exterior maintenance including expenses of maintaining private landscaping, or for insurance it maintains on an individual lot.
- f. Equity of Assessment: All assessments, except Lot Assessments, shall be apportioned equally to the lots within the Properties.
- g. Late Fees and Interest: Any assessments which are not paid within ten days of the date they are due shall be delinquent and subject to a late fee; and if not paid within thirty days, shall bear interest from the date originally due. The amount of the late fee and interest rate shall be determined annually by the Association; provided, the late fee shall not exceed ten percent of the payment, and the interest rate shall not exceed eighteen percent per year.
- h. Lien Priority: The lien of any assessments shall be subordinate to the lien of any mortgage or mortgages executed and delivered before notice of an assessment lien is filed for record by the Corporation.

29. AMENDMENTS: These Restrictive Covenants shall run with the land and shall be binding upon and enforceable by the Corporation, any of the titleholders of the Properties, and any and all persons claiming under the Titleholders. These Restrictive Covenants may be terminated or modified, in writing, by the owners of two-thirds of the lots within the Properties, at any time. However, the provisions of these Restrictive Covenants governing membership in the Corporation and the maintenance of the Commons shall not be terminated or modified without the consent of the City of Lincoln, Nebraska. In the event of conflicting provisions between the Covenants and the Articles or Bylaws of the Corporation, the Covenants shall govern.

30. ENFORCEMENT: The enforcement of these Restrictive Covenants may be by proceedings at law or in equity against any person violating or attempting to violate any provision hereof. The proceedings may be to restrain the violation, or to recover damages and, by the Corporation, may be to enforce any lien or obligation created hereby.

31. SEVERABILITY: The invalidation of any one or part of these Restrictive Covenants shall not affect the validity of the remaining provisions.

32. COUNTERPARTS: These Covenants may be executed in counterparts.

Stony Ridge
Lot 1, Block 1, Stony Ridge Second Addition,
7000 Stony Ridge Road
Lincoln, Lancaster County, Nebraska

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this _____ day of _____,
19____, by _____.

Notary Public

Stony Ridge
Lot 2, Block 1, Stony Ridge Second Addition,
7008 Stony Ridge Road
Lincoln, Lancaster County, Nebraska

Louise M. Rung

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 4th day of Oct,
1996, by Louise M. Rung.



Teri L. Danaher

Notary Public

Alice E. Folkers

Lot 3, Block 1, Stony Ridge Second Addition,
7016 Stony Ridge Road
Lincoln, Lancaster County, Nebraska

Alice E. Folkers

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 4th day of Oct,
1995, by *Alice E. Folkers*.



Teri L. DanaHER
Notary Public

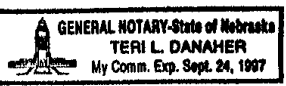
Helen I. Anderson

Lot 4, Block 1, Stony Ridge Second Addition,
7024 Stony Ridge Road
Lincoln, Lancaster County, Nebraska

Helen I. Anderson

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 4th day of Oct,
1995, by *Helen I. Anderson*.



Teri L. DanaHER
Notary Public

Handwritten signature

Lot 5, Block 1, Stony Ridge Second Addition,
7032 Stony Ridge Road
Lincoln, Lancaster County, Nebraska

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this ____ day of _____,
19____, by _____.

Notary Public

Handwritten signature

Lot 6, Block 1, Stony Ridge Second Addition,
7040 Stony Ridge Road
Lincoln, Lancaster County, Nebraska

Dean Kuhns

Dorothy L. Kuhns

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 4th day of Oct,
1995, by Dean & Dorothy Kuhns.

Teri L. DanaHER

Notary Public



Doc 12 not
Lot 7, Block 1, Stony Ridge Second Addition,
7100 Stony Ridge Road
Lincoln, Lancaster County, Nebraska

Darlene F. Robison

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 3 day of July,
1995, by Darlene F. Robison

Joanne K. Bell
Notary Public



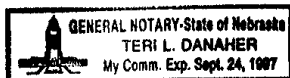
Doc 13
Lot 8, Block 1, Stony Ridge Second Addition,
7108 Stony Ridge Road
Lincoln, Lancaster County, Nebraska

Edwin D. Clapper

Geraldine J. Clapper

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 11 day of Oct,
1995, by Edwin + Geraldine Clapper



Teri L. Danahey
Notary Public

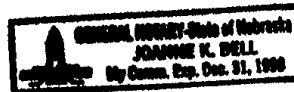
Medha I. Hiatt

Lot 9, Block 1, Stony Ridge Second Addition,
7116 Stony Ridge Road
Lincoln, Lancaster County, Nebraska

Medha I. Hiatt

Joanne K. Bell

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)



The foregoing instrument was acknowledged before me this 3 day of October,
1993, by *Medha I. Hiatt*.

Joanne K. Bell
Notary Public



Bauer

Lot 10, Block 1, Stony Ridge Second Addition,
7124 Stony Ridge Road
Lincoln, Lancaster County, Nebraska

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this ____ day of _____,
19____, by _____.

Notary Public

H. Gibbs

Lot 11, Block 1, Stony Ridge Second Addition,
7132 Stony Ridge Road
Lincoln, Lancaster County, Nebraska

Harold F. Gibbs

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 6th day of Oct,
1995, by Harold Gibbs.



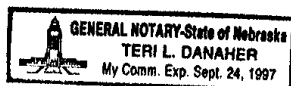
Teri L. Danaher
Notary Public

Lot 12, Block 1, Stony Ridge Second Addition,
7140 Stony Ridge Road
Lincoln, Lancaster County, Nebraska

Olive Olson

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 6th day of Oct,
1995, by Olive Olson.



Teri L. Danaher
Notary Public

1995 Jane Hall

Lot 13, Block 1, Stony Ridge Second Addition,
3150 N. 72 Street
Lincoln, Lancaster County, Nebraska

Darlene E Hall

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 5th day of Oct,
1995, by Darlene E Hall.



Teri L. DanaHER
Notary Public

1995 Jane Hall

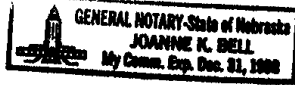
Lot 14, Block 1, Stony Ridge Second Addition,
3146 N. 72 Street
Lincoln, Lancaster County, Nebraska

Doris G. Henderson

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 4 day of October,
1995, by Doris G. Henderson.

Joanne K. Bell
Notary Public



Bernice

Lot 16, Block 1, Stony Ridge Second Addition,
3138 N. 72 Street
Lincoln, Lancaster County, Nebraska

Bernice M. Bard

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 4th day of Oct,
1995, by Bernice M. Bard.

Teri L. Danaher
Notary Public



Lot 17, Block 1, Stony Ridge Second Addition,
3134 N. 72 Street
Lincoln, Lancaster County, Nebraska

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this _____ day of _____,
19____, by _____.

Notary Public

Lot 18, Block 1, Stony Ridge Second Addition,
3130 N. 72 Street
Lincoln, Lancaster County, Nebraska

Jane B. Nielsen

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 24th day of Oct,
1995, by Jane B. Nielsen.

Teri L. Danaher

Notary Public



Goodman

Lot 19, Block 1, Stony Ridge Second Addition,
7141 Stony Ridge Road
Lincoln, Lancaster County, Nebraska

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this _____ day of _____,
19____, by _____.

Notary Public

Goodman

Lot 20, Block 1, Stony Ridge Second Addition,
7133 Stony Ridge Road
Lincoln, Lancaster County, Nebraska

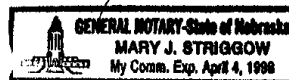
Chester H. Fee

Kathleen M. Fee

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 3 day of October,
1995, by Chester H. Fee and Kathleen M. Fee

Mary J. Striggow
Notary Public

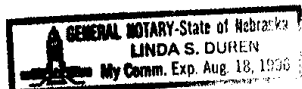


6-11-95
Lot 21, Block 1, Stony Ridge Second Addition,
7125 Stony Ridge Road
Lincoln, Lancaster County, Nebraska

Elaine M. Herrington

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 4th day of October,
19 95, by Elaine M. Herrington.



Linda S. Duren
Notary Public

Lot 22, Block 1, Stony Ridge Second Addition,
7117 Stony Ridge Road
Lincoln, Lancaster County, Nebraska

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this ____ day of _____,
19____, by _____.

Notary Public

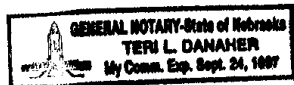
2-13-95

Lot 23, Block 1, Stony Ridge Second Addition,
7109 Stony Ridge Road
Lincoln, Lancaster County, Nebraska

Silvia Staehr

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 4th day of Oct,
1995, by Silvia Staehr.



Teri L. Danahey
Notary Public

2-13-95

Lot 24, Block 1, Stony Ridge Second Addition,
7101 Stony Ridge Road
Lincoln, Lancaster County, Nebraska

Marie M. Smith

Loren C. Smith

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 4 day of October,
1995, by Marie M. Smith
Loren C. Smith



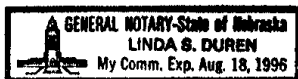
Teri L. Danahey
Notary Public

Lot 25, Block 1, Stony Ridge Second Addition,
7041 Stony Ridge Road
Lincoln, Lancaster County, Nebraska

Velora M. Lannier

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 4th day of October,
19 95, by Velora M. Lannier.



Linda S. Duren
Notary Public

Lot 26, Block 1, Stony Ridge Second Addition,
7033 Stony Ridge Road
Lincoln, Lancaster County, Nebraska

Harrison H. & Margarete M. Fehr

Margarete M. Fehr

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 5th day of October,
19 95, by Harrison H. & Margarete M. Fehr



Linda S. Duren
Notary Public

Agnes
Lot 27, Block 1, Stony Ridge Second Addition,
7025 Stony Ridge Road
Lincoln, Lancaster County, Nebraska

Agnes Mahan

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 5th day of Oct,
1995, by Agnes Mahan.



Teri L. DanaHER
Notary Public

Jean
Lot 28, Block 1, Stony Ridge Second Addition,
7017 Stony Ridge Road
Lincoln, Lancaster County, Nebraska

Jean M. Wach

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 11th day of Oct,
1995, by Jean M. Wach.



Teri L. DanaHER
Notary Public

Quest

Lot 29, Block 1, Stony Ridge Second Addition,
7009 Stony Ridge Road
Lincoln, Lancaster County, Nebraska

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this _____ day of _____,
19____, by _____.

Notary Public

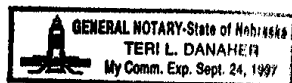
Robb

Lot 30, Block 1, Stony Ridge Second Addition,
7001 Stony Ridge Road
Lincoln, Lancaster County, Nebraska

Ruby m Robb

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 4th day of oct,
19 95, by Ruby m Robb.



Teri L. Danahey
Notary Public

Outlot A, Stony Ridge Second Addition,
Lincoln, Lancaster County, Nebraska

Dale P. Lanning President
Bernice M. Baul Vice President

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 10th day of Oct, 1995, by Dale P. Lanning - President, Bernice M. Baul Vice Pres. of Stony Ridge Homeowners Association, a Nebraska corporation, on behalf of the corporation.



Teri L. Oamaheh
Notary Public

(C:\WP\NL19-5-5A.D)

After recording, please return to:

Nancy L. Loftis
Pierson, Fitchett, Hunzeker, Blake & Loftis
P.O. Box 95109
Lincoln, NE 68509

ST 152
Z

RESTRICTIVE COVENANTS

STONY RIDGE HOMEOWNERS ASSOCIATION, LINCOLN, NEBRASKA

AMENDED OCTOBER 2, 2010

The undersigned of this document are two-thirds or more of the Titleholders of the following described real estate:

Lots 1 through 30, Stony Ridge Second Addition, Lincoln, Lancaster County, Nebraska (Properties) and Outlet A, Stony Ridge Second Addition, Lincoln, Lancaster County, Nebraska (Commons).

Stony Ridge Homeowners Association (Corporation) has been incorporated in Nebraska for the purposes of enforcing the Restrictive Covenants established upon the Properties and of administering and maintaining the Commons. The affairs of the Corporation are conducted by its Board of Directors (Board).

These Restrictive Covenants (Covenants) are established upon the Properties.

1. USE: No lot within the Properties shall be used for other than for residential purposes. At least one occupant of each residence must be fifty-five (55) years of age.

2. MEMBERSHIP IN THE CORPORATION: The Corporation shall have one class of membership.

- a. Every person or entity who becomes a titleholder of a fee or undivided fee interest in any lot or living unit within the Properties shall be a member of the Corporation. However, any person or entity who holds such interest merely as security for the performance of an obligation shall not be a member.
- b. Members of the Corporation shall be entitled to all the rights of membership for each lot or living unit in which the interest requisite for membership is held.
- c. Rights of membership may be delegated to other persons residing within any lot or living unit by members who hold the interest requisite for membership.

3. MEMBERSHIP MEETINGS: An annual meeting of the members of the corporation shall be held and special meetings may be called by the Board. Votes by members of the Corporation may be cast by absentee ballot and/or by those present at the annual or special meetings of the Corporation. However, while several members may reside within one lot or living unit, no more than one vote may be cast with respect to any one lot or living unit.

4. ASSESSMENTS: Assessments shall be levied by the Corporation solely to enable the Corporation to perform its obligations to its members. The specific purposes for which such assessments may be levied shall include, but not be limited to: the administration, maintenance and repair of the private streets, landscaping and grounds on the lots of its members; all taxes, fees, permits, and other assessments by governmental or public entities which may be incurred by the Corporation; to provide adequate insurance; and to provide such reserves as may be deemed necessary in order to accomplish the objects and purposes of the Corporation.

- a. Annual Assessments: The annual assessment shall be estimated by the directors of the Corporation and shall be payable in equal monthly installments. On or about the first day of July in each year, the Board shall establish the annual assessment rate for the following calendar year. The rate established by the Board shall apply to monthly installments beginning as of July 1.
Monthly assessments shall be payable on or before the 5th day of each month. Written notice of the annual assessment shall be sent to every member on or before July 1 of every year.
- b. Special Assessment: In addition to the annual assessment, the Corporation may levy special assessments for unexpected repairs or replacements, or other unanticipated expenses of the Corporation reasonably necessary to permit the Corporation to fully perform its obligations. Written notice of the special assessment shall be given to the members specifying the reason for the special assessment and the date payment is due. The date set for payment must be at least thirty days after the date of the notice.
- c. Improvement Assessment: In addition to the special assessments, the Corporation may levy an improvement assessment for any capital improvements. Written notice of the improvement assessment shall be given to the members specifying the reason for the improvement assessment. Any such improvement assessment shall require the affirmative vote of two-thirds of the members entitled to vote. Payment of the improvement assessment shall be made on terms established by the Corporation which terms shall be included in the written notice to the members advising them of the improvement assessment.

- d. Assessment Collection: The members, by the acceptance of a deed to one of the lots within the Properties, shall be deemed to covenant and agree to pay the Corporation the assessments, together with late fees, interest, reasonable attorney fees, and other costs of collection, which shall be a lien upon a lot until paid. Each assessment and other charges shall also be the personal obligation of the Titleholder of the lot at the time any assessment is due.
- e. Lien Of Assessments: The lien of any annual, special, improvement assessment shall, until shown of record, be subordinate to the lien of any mortgage placed upon the lot against which the assessment is levied.

5. COMMONS: The Commons (Outlet A) includes Stony Ridge Road, 72nd Street, the sidewalks and pedestrian easement areas, an area to the front and to the rear of each Lot, and an area to the side of Lots 1, 12, 13, 18, 19, and 30. Common area improvements shall include all streets, walks, storm sewer and drainage structures, ornamental street lighting, sprinklers, lawns and plantings required by the City of Lincoln.

6. USE OF COMMONS: Each member of the Corporation shall have the right to use and enjoy the Commons and shall have an easement upon the Commons for the use thereof, which shall be appurtenant to the interest requisite for membership.

7. RIGHTS IN COMMONS: The rights and easements of the members of the Corporation shall be subject to:

- a. The right of the Corporation to borrow money for the purpose of improving the Commons and to mortgage the Commons. Any mortgage of the Commons shall be approved by the affirmative vote of two-thirds of the members entitled to vote, present in person or by absentee ballot, at a regular meeting of the members or at a special meeting of the members, if notice of the proposed mortgage is contained in the notice of the meetings.
- b. The right of the Corporation to take any steps reasonably necessary to protect the Commons against foreclosure.
- c. The right of the Corporation to dedicate or convey all or any part of the Commons to any public entity. Any dedication or conveyance shall be approved by the affirmative vote of two-thirds of the members entitled to vote, present in person or by absentee ballot, at a regular meeting of the members or at a special meeting of

the members, if notice of the proposed dedication or conveyance is contained in the notice of the meetings.

- d. The right of the Board to promulgate rules and regulations relating to the use of the commons by members of the Corporation, which may be amended from time to time as situations arise which affect the use and enjoyment of the Commons by all members of the Corporation.

8. MAINTENANCE OF COMMONS: The Corporation covenants and each member of the Corporation, by the acceptance of a deed by which the interest requisite of membership 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. Annual and special assessments shall be uniform as to each lot within the Properties. Each assessment shall be the personal obligation of the member who is or was, the titleholder of the lot assessed at the time of the assessment, shall bear interest at the rate of 1% (one percent) per month until paid, and when shown of record shall be a lien upon the lot assessed.

9. USE OF COMMON PRIVATE STREETS: Each member of the Corporation, who is the titleholder of a lot or living unit which has access to a street by way of a common private street, shall have an easement upon such private street for ingress and egress from and to the street, which shall be appurtenant to the interest requisite for membership.

10. PARKING: There shall be no overnight parking allowed on the common private streets. Guests of Titleholders shall park on titleholders' driveways whenever possible. If guests must park on the street they shall park on the South and West sides of the streets only, and shall park a little up on the sidewalk. The North and East lanes must be kept open for emergency vehicles and delivery trucks.

11. RECREATIONAL VEHICLES: No recreational vehicle, as defined by the Lincoln Municipal code, shall be parked or stored upon any lot within the Properties, except within an enclosed structure. Recreational vehicles may be temporarily parked or stored upon a lot for a period of time not to exceed 14 day per year.

12. MAINTENANCE OF PRIVATE STREETS: The Corporation covenants to maintain each common private street serving three or more lots or living units. Each member of the Corporation, who is the titleholder of a lot or living unit which has access to a street by way of a private street, shall be deemed to covenant to maintain the common private street. The covenants by such members may be satisfied by the payment of annual and special assessments for the maintenance of common private streets. Each assessment shall be the personal obligation

of the member who is, or was, the titleholder of the lot or living unit assessed at the time of the assessment, shall bear interest at the rate of 1% (one percent) per month until paid and when shown of record shall be a lien upon the lot or living unit assessed.

13. LAWN CARE, SPRINKLERS AND SNOW REMOVAL: The Corporation Covenants, and each member by acceptance of a Deed by which the interest requisite for membership is acquired, shall be deemed to Covenant to maintain the lawns within the Properties and Commons including sprinkler systems and water charges, and to provided snow removal for the walkways, driveways and private streets. The Covenants by the members shall be satisfied by the payment of annual and special assessments for such purposes. Annual and special assessments shall be uniform as to each Lot or living unit within the Properties. Each assessment shall be the personal obligation of who is, or was, the titleholder of the Lot or living unit assessed at the time of the assessment, shall bear interest at the rate of 1% (one percent) per month until paid, and, when shown of record, shall be a lien upon the Lot or living unit assessed.

14. LANDSCAPE CONTROL: Plans for any landscaping utilizing perennial plants, shrubs or trees or any improvements which could affect the obligation of the Board to maintain the sprinkler system or provide for lawn care or snow removal shall be submitted to the Board for approval. As a condition of approval, the Board may require the Titleholder to enter into a written agreement obligating the titleholder and any successors in interest to be responsible for the maintenance and expense of the landscaping improvement and to be subject to individual special assessments relating to the maintenance or expense.

15. COMMOM UTILITY LINES: When any utility line shall be constructed on two or more adjoining lots within the Properties, each member who is the titleholder of one of the adjoining lots shall have an easement for the maintenance, repair and replacement of the utility line upon all of the adjoining lots, which easement shall be appurtenant to the interest requisite for membership. Any expense of maintenance, repair and replacement of the utility shall be borne equally by the members who are the titleholders 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 damage to the utility line.

16. EASMENT: The Corporation and its employees, contractors and agents shall have an easement over, under and upon all the Properties and the right of entry at reasonable times, to perform its obligations to maintain, repair, install, operate or replace improvements, landscaping, sprinkler systems, common utility lines, and perform any other responsibilities under the Covenants.

17. CITY REQUIREMENTS: All buildings within the Properties shall be constructed in conformity with the requirements of the applicable building codes of the City of Lincoln, Nebraska. Public sidewalks and street trees shall be installed as required by the City of Lincoln, Nebraska.

18. MAINTENANCE OF LANDSCAPE SCREENS: The Corporation covenants to maintain any landscape screen, whether composed of structural or live plant material, which is installed as required by the City of Lincoln, Nebraska. Each member of the Corporation who is the titleholder of a lot or living unit on a lot on which a screen is installed shall be deemed to covenant to maintain the screen. The covenants by such members may be satisfied by the payment of annual or special assessments for the maintenance of the screen. Each assessment shall be the personal obligation of the member who is, or was, the titleholder of the lot assessed at the time of such assessment, shall bear interest at the rate of 1% (one percent) per month until paid, and when shown of record shall be a lien upon the lot or living unit assessed.

19. ARCHITECTURAL CONTROL: No driveway shall be expanded without approval by the Board. Plans for any building or other improvement to be placed or constructed upon any lot within the Properties shall be submitted to the Board and shall show the design, size and exterior material for the building or improvement and the plot plan for the lot. One set of plans shall be left on permanent file with the Board. No exterior addition to, or alteration of any dwelling structure upon the Properties shall be made or commenced until 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 the architectural character of surrounding structures by the Board or by the architectural committee of three or more representatives appointed by the Board. In addition, no change in color or exterior shall be made or commenced by any homeowner unless approved by the Board or its designated committee, to assure continued architectural harmony and compatibility of the structures located on the Properties. In the event the Board, or its committee, fails to approve or disapprove a request for any proposed alteration, modification or addition within 30 days after the plans and specifications and/or a detailed proposal have been submitted, approval will not be required and this provision will be deemed to have been fully complied with.

20. COMPLETION OF CONSTRUCTION: Any building placed or constructed upon any lot within the Properties shall be completed within nine months after the commencement of construction. All construction shall be subject to Board approval as provided in these Amended Covenants.

21. TEMPORARY STRUCTURES: No accessory building, storage shed, fence or wall shall be erected or maintained upon the Properties. 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.

22. PARTY WALLS: Any wall 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 titleholders of the adjoining lots. The provisions of this paragraph shall not operate to relieve any member from any liability which the member may incur by reason of negligent or willful acts or omissions resulting in damage to a party wall.

23. ENCROACHMENTS: When a building shall be constructed on any lot so as to encroach upon an adjoining lot within the Properties, the member who is the titleholder of the lot with the encroaching building shall have an easement upon the adjoining lot to the extent of the encroachment. Any expense of maintenance, repair or replacement of the encroaching building shall be borne by the member who is the titleholder of the lot with the encroaching building. The provisions of this paragraph shall not operate to relieve any member for any liability which the member may incur by reason of negligent or willful acts of omissions resulting in damage to the encroaching building.

24. MAINTENANCE OF EXTERIORS: The maintenance of the exterior of all dwelling structures, and appurtenances thereto, within the Properties shall be the responsibility of the titleholder of any lot within the Properties, provided however, that if the Titleholder shall fail to maintain the exterior of such dwelling structure and appurtenances and such deferral of maintenance, in the judgment of the Board, creates an adverse affect on the values of other Properties, the Corporation shall have the right to enter upon any lot within the Properties, at reasonable times, and perform or cause to be performed such maintenance as may, in the judgment of the Board, be required.

Such action by the corporation may be undertaken following delivery of a written notice to the Titleholder of the Property stating the intent of the Corporation to undertake the maintenance and allowing a period of not less than 60 days for the owner to take corrective action. The cost of any such maintenance plus 10% (ten percent) administration fee shall be the subject of a special assessment against the lot which, when filed of record, shall become a lien upon the Lot or living unit assessed.

25. INSURANCE: Each member of the Corporation covenants to maintain fire and extended coverage insurance on the structures and improvements in an amount equal to their full insurable value and provide proof of insurance to the Corporation upon request. Any proceeds of

insurance shall be applied, to the extent required by the Corporation, to the repair or reconstruction of the structures and improvements.

The Corporation may maintain such insurance, the cost of which, plus 10% (ten percent) administration fee, shall be the subject of a special assessment against the lot which, when filed of record, shall become a lien upon the Lot or living unit assessed.

26. ANTENNAS: No antenna, satellite dish for television or internet, or wiring for electrical power, telephone, television, radio, or any other use shall be permitted above ground. All such devices, described above, shall be kept within a building except when outside installation is approved by the Board.

27. ANIMALS: No animals, livestock, or poultry of any kind shall be raised, bred, boarded, or kept on any lot within the Properties, except household pets. Such pets must be confined within the lot of a Titleholder. When pets are outside of the Titleholder's lot, such pets must be kept on a leash. Household pets cannot be raised, bred, boarded, or kept for any commercial purpose.

28. NUISANCE: No noxious or offensive activity shall be conducted or permitted upon any lot within the Properties, nor anything which is or may become an annoyance or nuisance to the neighborhood or which endangers the health or unreasonably disturbs the quiet of the occupants of adjoining lots. The Board may establish rules regulating garbage service and trash and household pet fecal waste removal.

29. SIGNS: No advertising signs, billboards, or other advertising devices shall be permitted on any lot within the Properties; however, any titleholder of a lot may place on a lot which they own the following:

- a. A 'For Sale' sign;
- b. An 'Open House' sign if posted for a period not exceeding 48 hours.
- c. 'Garage Sale' signs for a period not exceeding 48 hours if the titleholder of the lot is conducting the sale.
- d. Political campaign signs not exceeding six square feet in dimension and for the limited time established by the Lincoln Municipal Code;

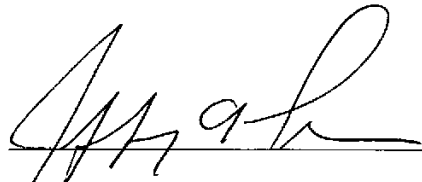
30. AMENDMENTS: These Restrictive Covenants shall run with the land and shall be binding upon and enforceable by the Owners and all persons claiming under the Owners. These Restrictive Covenants may be terminated or modified, in writing, by the owners of two-

thirds of the lots within the Properties. However, the provisions of these Restrictive Covenants governing membership on the Association, the maintenance of the Commons and parking shall not be terminated or modified without the consent of the City of Lincoln, Nebraska.

31. ENFORCEMENT: The enforcement of these Restrictive Covenants may be by proceedings at law or in equity against any person violating or attempting to violate any provision hereof. The proceedings may be to restrain the violation, or to recover damages and, by the Corporation, may be to enforce any lien or obligation created hereby.

32. SEVERABILITY: The invalidation of any one of the Restrictive Covenants shall not affect the validity of the remaining provisions hereof.

DATED October 2, _____, 2010.

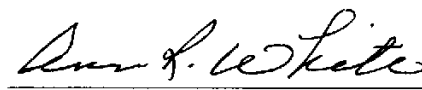


Jeffrey A. Plas

Lot 1, Stony Ridge Second Addition
Lincoln, Lancaster County, Nebraska

Sandra L. Anderson

Lot 2, Stony Ridge Second Addition
Lincoln, Lancaster County, Nebraska

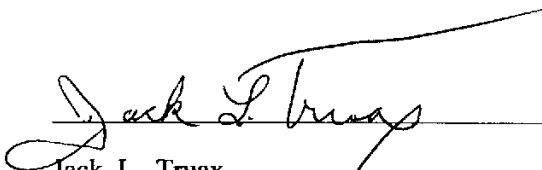


Ann R. White

Lot 3, Stony Ridge Second Addition
Lincoln, Lancaster County, Nebraska

Cathy S. Vanderbeek

Lot 4, Stony Ridge Second Addition
Lincoln, Lancaster County, Nebraska



Jack L. Truax

Lot 5, Stony Ridge Second Addition
Lincoln, Lancaster County, Nebraska



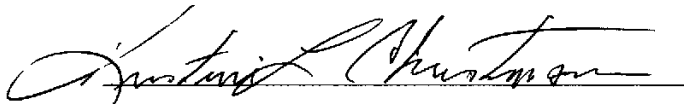
Vicki L. Truax



Dorothy L. Kuhns

Lot 6, Stony Ridge Second Addition

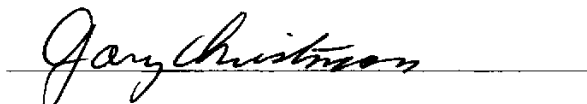
Lincoln, Lancaster County, Nebraska



Kristine Christman

Lot 7, Stony Ridge Second Addition

Lincoln, Lancaster County, Nebraska



Gary Christman.



Edwin ~~F.~~ Clapper

E.D.C.

Lot 8, Stony Ridge Second Addition

Lincoln, Lancaster County, Nebraska

Geraldine J. Clapper

Geraldine J. Clapper

Lot 9, Stony Ridge Second Addition

Constance J. Bulling

Lincoln, Lancaster County, Nebraska

Constance J. Bulling

Lot 10, Stony Ridge Second Addition

Kurt M. Bauer

Lincoln, Lancaster County, Nebraska

Kurt M. Bauer

Richard E. Albers

Lot 11, Stony Ridge Second Addition

Lincoln, Lancaster County, Nebraska

Richard E. Albers

Esther M. Albers

Esther M. Albers

Lot 12, Stony Ridge Second Addition

Lincoln, Lancaster County, Nebraska

Regina J. Schwarz

Darlene E Hall

Darlene E. Hall

Lot 13, Stony Ridge Second Addition
Lincoln, Lancaster County, Nebraska

Margo Jean Simpson

Margo Jean Simpson

Lot 14, Stony Ridge Second Addition
Lincoln, Lancaster County, Nebraska

Henrietta G. Hartman

Henrietta G. Hartman

Lot 15, Stony Ridge Second Addition
Lincoln, Lancaster County, Nebraska

Adam Stirba, II

Lot 16, Stony Ridge Second Addition
Lincoln, Lancaster County, Nebraska

Randy Meyer

Lot 17, Stony Ridge Second Addition
Lincoln, Lancaster County, Nebraska

Lot 18, Stony Ridge Second Addition

Lincoln, Lancaster County, Nebraska

June B. Nielson

Helen M Draper, P.O. A.

Lot 19, Stony Ridge Second Addition

Lincoln, Lancaster County, Nebraska

Ardith A. Flackman

Ardith A. Flackman

Lot 20, Stony Ridge Second Addition

Lincoln, Lancaster County, Nebraska

Kathleen M. Fee

Kathleen M. Fee

Lot 21, Stony Ridge Second Addition

Lincoln, Lancaster County, Nebraska

Evelyn L. Woods

Evelyn L. Woods

Lot 22, Stony Ridge Second Addition

Lincoln, Lancaster County, Nebraska

Susan Rocker

Silvia Staehr

Silvia S. Staehr

Lot 23, Stony Ridge Second Addition

Lincoln, Lancaster County, Nebraska

Neal Cady, Jr.

Neal Cady, Jr.

Lot 24, Stony Ridge Second Addition

Lincoln, Lancaster County, Nebraska

Norma E. Cady

Norma E. Cady

Mrs. Velora M. Lannin

Velora M. Lannin

Lot 25, Stony Ridge Second Addition

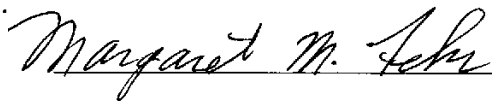
Lincoln, Lancaster County, Nebraska

Harrison H. Fehr

Harrison H. Fehr

Lot 26, Stony Ridge Second Addition

Lincoln, Lancaster County, Nebraska



Margaret M. Fehr

Lot 27, Stony Ridge Second Addition

Lincoln, Lancaster County, Nebraska

Mary Ann Rocker

Lot 28, Stony Ridge Second Addition

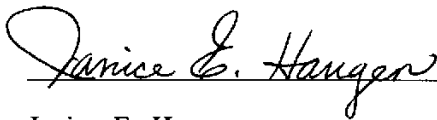
Lincoln, Lancaster County, Nebraska

Bonnie L. Karsting

Lot 29, Stony Ridge Second Addition

Lincoln, Lancaster County, Nebraska

Janet Smejdir



Janice E. Haugen

Lot 30, Stony Ridge Second Addition

Lincoln, Lancaster County, Nebraska

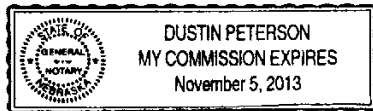
STATE OF NEBRASKA)

) ss:

COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 2nd day of

October, 2010, by Jeffry A. Plas.



A handwritten signature in black ink, appearing to be "D. Peterson", written over a horizontal line.

Notary Public

STATE OF NEBRASKA)

) ss:

COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this ____ day of

_____, 2010, by Sandra L. Anderson.

Notary Public

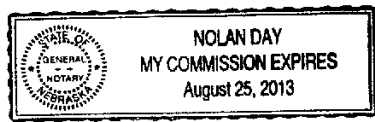
STATE OF NEBRASKA)

) ss:

COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 5th day of

October, 2010, by Ann R. White.



Nolan Day
Notary Public

STATE OF NEBRASKA)

) ss:

COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this ____ day of

_____, 2010, by Cathy S. Vanderbeek.

Notary Public

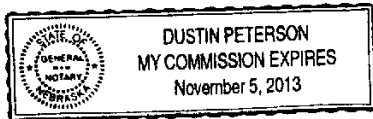
STATE OF NEBRASKA)

) ss:

COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 2nd day of

October, 2010, by Jack L. Truax and Vicki L. Truax, husband and wife.



A handwritten signature in black ink, appearing to be "D. Peterson", written over a horizontal line.

Notary Public

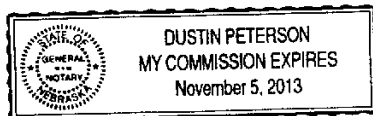
STATE OF NEBRASKA)

) ss:

COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 2nd day of

October, 2010, by Dorothy L. Kuhns.



A handwritten signature in black ink, appearing to be "D. Peterson", written over a horizontal line.

Notary Public

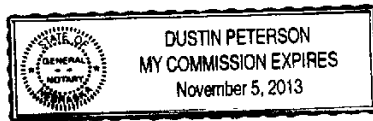
STATE OF NEBRASKA)

) ss:

COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 2nd day of

October, 2010, by Gary Christman and Kristine Christman,
husband and wife.



A handwritten signature in cursive script, appearing to read "D. Peterson", written over a horizontal line.

Notary Public

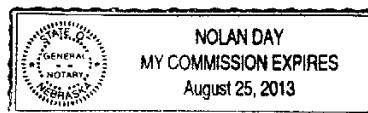
STATE OF NEBRASKA)

) ss:

COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 20th day of

March, ²⁰¹¹~~2010~~, by Edwin P. Clapper and Geraldine J. Clapper,
husband and wife.



A handwritten signature in cursive script, appearing to read "N. Day", written over a horizontal line.

Notary Public

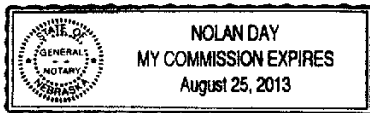
STATE OF NEBRASKA)

) ss:

COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 5th day of

October, 2010, by Constance J. Bulling.



Nolan Day
Notary Public

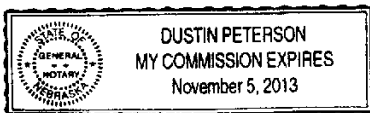
STATE OF NEBRASKA)

) ss:

COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 2nd day of

October, 2010, by Kurt M. Bauer.



Dustin Peterson
Notary Public

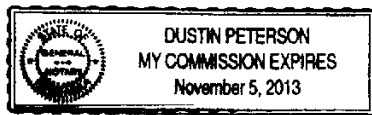
STATE OF NEBRASKA)

) ss:

COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 2nd day of

October, 2010, by Richard E. Albers and Esther M. Albers,
husband and wife.



[Signature]
Notary Public

STATE OF NEBRASKA)

) ss:

COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this ____ day of

_____, 2010, by Regina J. Schwarz.

Notary Public

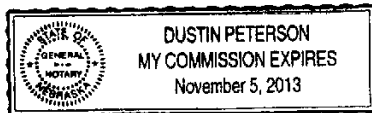
STATE OF NEBRASKA)

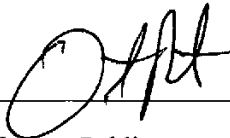
) ss:

COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 2nd day of

October, 2010, by Darlene E. Hall.





Notary Public

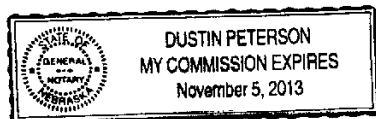
STATE OF NEBRASKA)

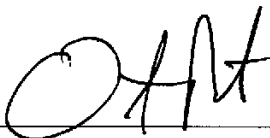
) ss:

COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 2nd day of

October, 2010, by Margo Jean Simpson.





Notary Public

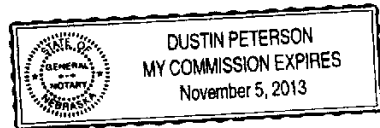
STATE OF NEBRASKA)

) ss:

COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 2nd day of

October, 2010, by Henrietta G. Hartman.



A handwritten signature in black ink, appearing to read "D. Peterson", written over a horizontal line.

Notary Public

STATE OF NEBRASKA)

) ss:

COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this ____ day of

_____, 2010, by Adam Stirba, II..

Notary Public

STATE OF NEBRASKA)

) ss:

COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this ____ day of

_____, 2010, by Randy Meyer.

Notary Public

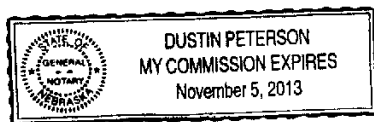
STATE OF NEBRASKA)

) ss:

COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 2nd day of

October, 2010, by June. B. Nielson,




Notary Public

STATE OF NEBRASKA)

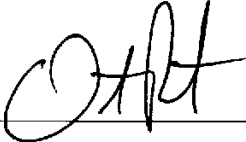
) ss:

COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 2nd day of

October, 2010, by Ardith A. Flackman.





Notary Public

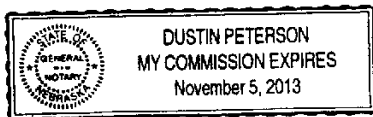
STATE OF NEBRASKA)

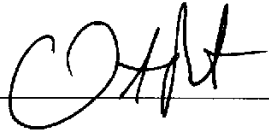
) ss:

COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 2nd day of

October, 2010, by Kathleen M. Fee.





Notary Public

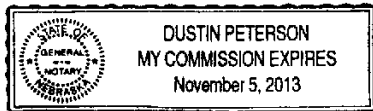
STATE OF NEBRASKA)

) ss:

COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 2nd day of

October, 2010, by Evelyn L. Woods.



[Signature]
Notary Public

STATE OF NEBRASKA)

) ss:

COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this ____ day of

_____, 2010, by Susan Rocker.

Notary Public

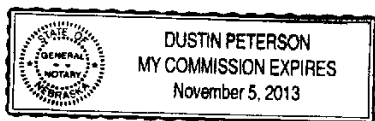
STATE OF NEBRASKA)

) ss:

COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 2nd day of

October, 2010, by Silvia S. Staehr.



A handwritten signature in cursive script, appearing to read "D. Peterson", written over a horizontal line.

Notary Public

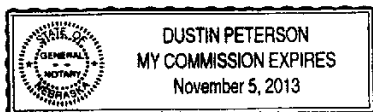
STATE OF NEBRASKA)

) ss:

COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 2nd day of

October, 2010, by Neal Cady, Jr. and Norma E. Cady, husband and wife.



A handwritten signature in cursive script, appearing to read "D. Peterson", written over a horizontal line.

Notary Public

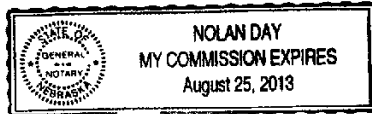
STATE OF NEBRASKA)

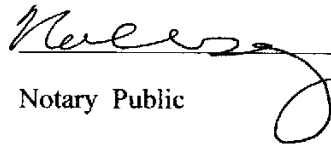
) ss:

COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 5th day of

October, 2010, by Dale P. Lannin and Velora M. Lannin,
husband and wife.




Notary Public

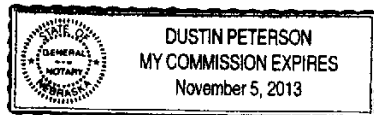
STATE OF NEBRASKA)


) ss:

COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 2nd day of

October, 2010, by Harrison H. Fehr and Margaret M. Fehr,
husband and wife.




Notary Public

STATE OF NEBRASKA)

) ss:

COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this ____ day of

_____, 2010, by Mary Ann Rucker.

Notary Public

STATE OF NEBRASKA)

) ss:

COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this ____ day of

_____, 2010, by Bonnie L. Karsting.

Notary Public

STATE OF NEBRASKA)

) ss:

COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this ____ day of

_____, 2010, by Janet Smejdir.

Notary Public

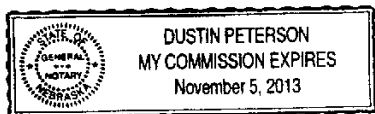
STATE OF NEBRASKA)

) ss:

COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 2nd day of

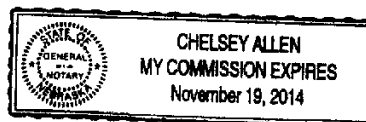
October, 2007, by Janice E. Haugen.



[Signature]

Notary Public

STATE OF NEBRASKA)
)
COUNTY OF LANCASTER)



The foregoing instrument was acknowledged before me this 31 day of
March, 2011 by Gary Christman.

Chelsey Allen
Notary Public

STATE OF NEBRASKA)
)
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this _____ day of
_____, 2011 by Helen M. Draper as attorney in fact on behalf of June B.
Nielson.

Notary Public

STATE OF NEBRASKA)
)
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this _____ day of
_____, 2011 by Neal Cady, Jr.

Notary Public



Return to:
Stephen D. Mossman
Mattson Ricketts Law Firm
134 South 13th Street, Suite 1200
Lincoln, NE 68508

AMENDMENT TO
RESTRICTIVE COVENANTS

STONY RIDGE HOMEOWNERS ASSOCIATION, LINCOLN, NEBRASKA

Restrictive Covenants upon the following described real property

Lots 1 through 30, Stony Ridge Second Addition, Lincoln, Lancaster County, Nebraska (the "Properties") and Outlet A (the "Commons"), Stony Ridge Second Addition, Lincoln, Lancaster County, Nebraska

were amended and restated in their entirety by Restrictive Covenants (Amended) recorded April 1, 2011 as Instrument No 201104935 in the Office of the Register of Deeds of Lancaster County, Nebraska (the "Covenants")

As provided by Section 30 of the Covenants, the undersigned, being two-thirds or more of the Titleholders of the Properties, here by adopt the following Amendment to the Covenants which are hereby established upon the Properties

Section 1 USE is deleted and restated as follows

1 USE No lot within the Properties shall be used for other than residential purposes. Each residence which is occupied shall be occupied by at least one person (a) who is at least fifty-five (55) years of age and (b) who is a record owner of the lot pursuant to a valid deed of conveyance on record with the Register of Deeds Office of Lancaster County, Nebraska. If the lot is owned by a Trustee of a valid and existing Trust, at least one of the occupants of the residence must be designated as the Grantor or as a current Beneficiary under the existing Trust pursuant to the Trust documents or Certificate of Trust in effect at the time the Trust is created or the lot transferred to the Trustee.

Except as modified by this Amendment, the remaining Covenants remain in full force and effect.

Adopted by two-thirds of the Titleholders to be effective as of October 3 2014
2014

STONY RIDGE HOMEOWNERS ASSOCIATION, LINCOLN, NEBRASKA
A Nebraska Corporation

AMMENDED RESTRICTIVE COVENANTS

Robin A Platt

Robin A Platt

7000 Stony Ridge Road
Lot 1, Stony Ridge Second Addition
Lincoln, Lancaster County, Nebraska

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

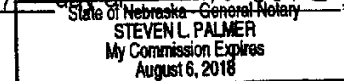
The foregoing instrument was acknowledged before me this 27 day of September, 2014,
by Robin A Platt

Robin A Platt

Robin A Platt

Steven L Palmer

Notary Public, Lancaster Co., Nebraska



Sandra L Anderson

7008 Stony Ridge Road
Lot 2, Stony Ridge Second Addition
Lincoln, Lancaster County, Nebraska

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this _____ day of _____, 2014,
by Sandra L Anderson

Sandra L Anderson

Notary Public, Lancaster Co., Nebraska

Ann R. White

Ann R. White

7016 Stony Ridge Road
Lot 3, Stony Ridge Second Addition
Lincoln, Lancaster County, Nebraska

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

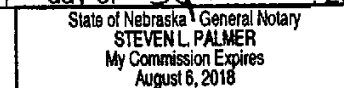
The foregoing instrument was acknowledged before me this 27 day of September, 2014,
by Ann R. White

Ann R. White

Ann R White

Steven L Palmer

Notary Public, Lancaster Co., Nebraska



STONY RIDGE HOMEOWNERS ASSOCIATION, LINCOLN, NEBRASKA
A Nebraska Corporation
AMMENDED RESTRICTIVE COVENANTS

7032 Stony Ridge Road
Lot 5, Stony Ridge Second Addition
Lincoln, Lancaster County, Nebraska

Jack L. Truax

Vicki L. Truax
Vicki L. Truax

STATE OF NEBRASKA)
) ss
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 27 day of September, 2014,
by Jack L. Truax and Vicki L. Truax, Husband and Wife.

Jack L. Truax

Vicki L. Truax
Vicki L. Truax

State of Nebraska - General Notary
STEVEN L. PALMER
My Commission Expires
August 6, 2018

Steven L. Palmer

Notary Public, Lancaster Co., Nebraska

Gary D. Christman
Gary D. Christman

7100 Stony Ridge Road
Lot 7, Stony Ridge Second Addition
Lincoln, Lancaster County, Nebraska

Kristine L. Christman
Kristine L. Christman

STATE OF NEBRASKA)
) ss
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 27 day of September, 2014,
by Gary D. Christman and Kristine L. Christman, Husband and Wife

Gary D. Christman
Gary D. Christman

Kristine L. Christman
Kristine L. Christman

State of Nebraska - General Notary
STEVEN L. PALMER
My Commission Expires
August 6, 2018

Steven L. Palmer

Notary Public, Lancaster Co., Nebraska

STONY RIDGE HOMEOWNERS ASSOCIATION, LINCOLN, NEBRASKA
A Nebraska Corporation
AMMENDED RESTRICTIVE COVENANTS

7108 Stony Ridge Road
Lot 8, Stony Ridge Second Addition
Lincoln, Lancaster County, Nebraska

Edwin D Clapper

Geraldine J Clapper
Geraldine J Clapper

STATE OF NEBRASKA)
) ss
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 27 day of Sept., 2014,
by Edwin D Clapper and Gerald J Clapper, Husband and Wife.

Edwin D Clapper

Geraldine J Clapper
Geraldine J. Clapper

State of Nebraska - General Notary
STEVEN L. PALMER
My Commission Expires
August 6, 2018

Steven L Palmer
Notary Public, Lancaster Co , Nebraska

Richard E Albers
Richard E Albers

7132 Stony Ridge Road
Lot 11, Stony Ridge Second Addition
Lincoln, Lancaster County, Nebraska

Esther M. Albers
Esther M Albers

STATE OF NEBRASKA)
) ss:
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 27 day of September, 2014,
by Richard E Albers and Esther M Albers, Husband and Wife.

Richard Albers
Richard E Albers

Esther M. Albers
Esther M. Albers

State of Nebraska - General Notary
STEVEN L. PALMER
My Commission Expires
August 6, 2018

Steven L Palmer
Notary Public, Lancaster Co., Nebraska

STONY RIDGE HOMEOWNERS ASSOCIATION, LINCOLN, NEBRASKA
A Nebraska Corporation
AMMENDED RESTRICTIVE COVENANTS

Bruce O. Bundy

7024 Stony Ridge Road
Lot 4, Stony Ridge Second Addition
Lincoln, Lancaster County, Nebraska

STATE OF NEBRASKA)
) ss:
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this _____ day of _____, 2014,
by Bruce O. Bundy

Bruce O. Bundy

Notary Public, Lancaster Co., Nebraska

Dorothy L. Kuhns

7040 Stony Ridge Road
Lot 6, Stony Ridge Second Addition
Lincoln, Lancaster County, Nebraska

STATE OF NEBRASKA)
) ss:
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this _____ day of _____, 2014,
by Dorothy L. Kuhns

Dorothy L. Kuhns

Notary Public, Lancaster Co., Nebraska

Bruce G. Cameron
Bruce G. Cameron

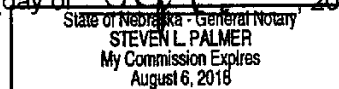
7116 Stony Ridge Road
Lot 9, Stony Ridge Second Addition
Lincoln, Lancaster County, Nebraska

STATE OF NEBRASKA)
) ss:
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 27 day of Sept, 2014,
by Bruce G. Cameron

Bruce G. Cameron
Bruce G. Cameron

Steven L. Palmer
Notary Public, Lancaster Co., Nebraska



STONY RIDGE HOMEOWNERS ASSOCIATION, LINCOLN, NEBRASKA
A Nebraska Corporation
AMMENDED RESTRICTIVE COVENANTS

Bruce O Bundy

7024 Stony Ridge Road
Lot 4, Stony Ridge Second Addition
Lincoln, Lancaster County, Nebraska

STATE OF NEBRASKA)
) ss
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this _____ day of _____, 2014,
by Bruce O Bundy

Bruce O. Bundy

Notary Public, Lancaster Co , Nebraska

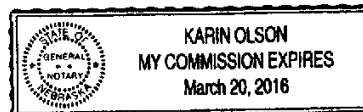
Dorothy L. Kuhns
Dorothy L. Kuhns

7040 Stony Ridge Road
Lot 6, Stony Ridge Second Addition
Lincoln, Lancaster County, Nebraska

STATE OF NEBRASKA)
) ss
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 2 day of October, 2014,
by Dorothy L. Kuhns

Dorothy L. Kuhns
Dorothy L. Kuhns



Karin Olson
Notary Public, Lancaster Co , Nebraska

STONY RIDGE HOMEOWNERS ASSOCIATION, LINCOLN, NEBRASKA
A Nebraska Corporation
AMMENDED RESTRICTIVE COVENANTS

Kurt M. Bauer
Kurt M. Bauer

7124 Stony Ridge Road
Lot 10, Stony Ridge Second Addition
Lincoln, Lancaster County, Nebraska

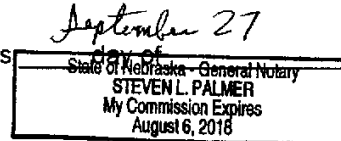
STATE OF NEBRASKA)
) ss
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this _____ day of _____, 2014,
by Kurt M. Bauer

Kurt M. Bauer
Kurt M. Bauer

[Signature]

Notary Public, Lancaster Co., Nebraska



Regina J. Schwarz
Regina J. Schwarz

7140 Stony Ridge Road
Lot 12, Stony Ridge Second Addition
Lincoln, Lancaster County, Nebraska

STATE OF NEBRASKA)
) ss
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this _____ day of _____, 2014,
by Regina J. Schwarz

Regina J. Schwarz
Regina J. Schwarz

[Signature]

Notary Public, Lancaster Co., Nebraska



Diane M. Englemann
Diane M. Englemann

3150 72nd Street
Lot 13, Stony Ridge Second Addition
Lincoln, Lancaster County, Nebraska

STATE OF NEBRASKA)
) ss
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this _____ day of _____, 2014,
by Diane M. Englemann

Diane M. Englemann
Diane M. Englemann

Notary Public, Lancaster Co., Nebraska

STONY RIDGE HOMEOWNERS ASSOCIATION, LINCOLN, NEBRASKA
A Nebraska Corporation
AMMENDED RESTRICTIVE COVENANTS

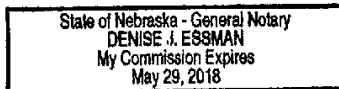
Diane M. Englemann
Diane M. Englemann
Diana

3150 72nd Street
Lot 13, Stony Ridge Second Addition
Lincoln, Lancaster County, Nebraska

STATE OF NEBRASKA)
) ss:
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 3rd day of October, 2014,
by Diane M. Englemann

Diane M. Englemann
Diane M. Englemann
Diana



Denise J. Essman
Notary Public, Lancaster Co., Nebraska

Margo Jean Simpson

3146 72nd Street
Lot 14, Stony Ridge Second Addition
Lincoln, Lancaster County, Nebraska

STATE OF NEBRASKA)
) ss:
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this _____ day of _____, 2014,
by Margo Jean Simpson

Margo Jean Simpson

Notary Public, Lancaster Co., Nebraska

AMMENDED RESTRICTIVE COVENANTS

3146 72nd Street
Lot 14, Stony Ridge Second Addition
Lincoln, Lancaster County, Nebraska

The foregoing instrument was acknowledged before me this 21 day of October, 2014,

My Commission Expires
August 6, 2018

Steve Palmer
Notary Public, Lancaster Co, Nebraska

3142 72nd Street
Lot 15, Stony Ridge Second Addition
Lincoln, Lancaster County, Nebraska

[illegible]

The foregoing instrument was acknowledged before me this 27 day of October, 2014,
by _____

Notary Public, Lancaster Co , Nebraska

[illegible]

The foregoing instrument was acknowledged before me this _____ day of _____, 2014,
by _____

Notary Public, Lancaster Co., Nebraska

STONY RIDGE HOMEOWNERS ASSOCIATION, LINCOLN, NEBRASKA
A Nebraska Corporation
AMMENDED RESTRICTIVE COVENANTS

Daryl ____ Chapelle

3134 Stony Ridge Road
Lot 17, Stony Ridge Second Addition
Lincoln, Lancaster County, Nebraska

Glenna ____ Chapelle

STATE OF NEBRASKA)
) ss
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this ____ day of _____, 2014,
by Richard E. Albers and Esther M. Albers, Husband and Wife.

Daryl ____ Chapelle

Glenna ____ Chapelle

Notary Public, Lancaster Co., Nebraska


Merlin ____ Copeland


3130 72nd Street
Lot 18, Stony Ridge Second Addition
Lincoln, Lancaster County, Nebraska


Shirley ____ Copeland

STATE OF NEBRASKA)
) ss
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 27 day of September, 2014,
by Merlin L. Copeland and Shirley M. Copeland, Husband and Wife



Merlin L. Copeland


Shirley M. Copeland


Notary Public, Lancaster Co., Nebraska

State of Nebraska - General Notary
STEVEN L. PALMER
My Commission Expires
August 6, 2016

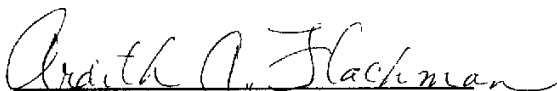
STONY RIDGE HOMEOWNERS ASSOCIATION, LINCOLN, NEBRASKA
A Nebraska Corporation
AMMENDED RESTRICTIVE COVENANTS

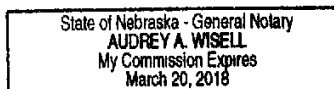

Ardith A. Flachman

7141 Stony Ridge Road
Lot 19, Stony Ridge Second Addition
Lincoln, Lancaster County, Nebraska

STATE OF NEBRASKA)
) ss
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 2nd day of October, 2014,
by Ardith A. Flachman


Ardith A. Flachman




Notary Public, Lancaster Co., Nebraska

Ronald E. Schwarzenbach

7133 Stony Ridge Road
Lot 20, Stony Ridge Second Addition
Lincoln, Lancaster County, Nebraska

Nancy K. Schwarzenbach

STATE OF NEBRASKA)
) ss
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this ____ day of _____, 2014,
by Ronald E. Schwarzenbach and Nancy K. Schwarzenbach, Husband and Wife.

Ronald E. Schwarzenbach

Nancy K. Schwarzenbach

Notary Public, Lancaster Co., Nebraska

STONY RIDGE HOMEOWNERS ASSOCIATION, LINCOLN, NEBRASKA

A Nebraska Corporation

AMENDED RESTRICTIVE COVENANTS

Ronald E. Schwarzenbach
Ronald E. Schwarzenbach
RONNIE

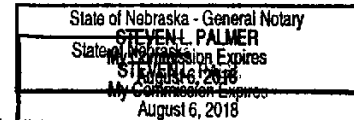
7133 Stony Ridge Road
Lot 20, Stony Ridge Second Addition
Lincoln, Lancaster County, Nebraska

Nancy K. Schwarzenbach
Nancy K. Schwarzenbach
Nancy K. Schwarzenbach

STATE OF NEBRASKA)
) ss
COUNTY OF LANCASTER)

Ronald E. Schwarzenbach
The foregoing instrument was acknowledged before me this 27 day of September, 2014,
by Richard E. Albers and Esther M. Albers, Husband and Wife

Ronald E. Schwarzenbach
Ronnie
Nancy K. Schwarzenbach
Nancy K. Schwarzenbach
Nancy K. Schwarzenbach



Steven L. Palmer
Notary Public, Lancaster Co., Nebraska

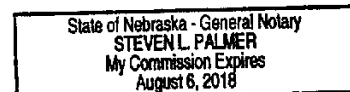
Kathleen A. Wiser Kathleen A. Wiser
Kathleen A Wiser
7101 Stony Ridge Road
Lot 24, Stony Ridge Second Addition
Lincoln, Lancaster County, Nebraska

Jolene L. Wiser Jolene L. Wiser
Jolene L Wiser

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 27 day of September, 2014,
by Kathleen A Wiser and Jolene L Wiser, Sisters.

Kathleen A. Wiser Kathleen A. Wiser
Kathleen A Wiser



Jolene L. Wiser
Jolene L. Wiser Jolene L. Wiser
Notary Public, Lancaster Co., Nebraska

STONY RIDGE HOMEOWNERS ASSOCIATION, LINCOLN, NEBRASKA
A Nebraska Corporation
AMMENDED RESTRICTIVE COVENANTS

Ardith A Flachman

7141 Stony Ridge Road
Lot 19, Stony Ridge Second Addition
Lincoln, Lancaster County, Nebraska

STATE OF NEBRASKA)
) ss
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 27th day of September, 2014,
by Ardith A Flachman

Ardith A Flachman

Notary Public, Lancaster Co., Nebraska

Nona E West
Nona E West

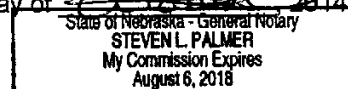
7125 Stony Ridge Road
Lot 21, Stony Ridge Second Addition
Lincoln, Lancaster County, Nebraska

STATE OF NEBRASKA)
) ss
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 27th day of September, 2014,
by Nona ___ West

Nona E West
Nona E West

Steven L. Palmer
Notary Public, Lancaster Co., Nebraska



Susan ___ Rocker

7117 Stony Ridge Road
Lot 22, Stony Ridge Second Addition
Lincoln, Lancaster County, Nebraska

STATE OF NEBRASKA)
) ss
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 27th day of September, 2014,
by Susan ___ Rocker

Susan ___ Rocker

Notary Public, Lancaster Co., Nebraska

STONY RIDGE HOMEOWNERS ASSOCIATION, LINCOLN, NEBRASKA
A Nebraska Corporation
AMMENDED RESTRICTIVE COVENANTS

Mary L. Vanek
Mary L Vanek

7109 Stony Ridge Road
Lot 23, Stony Ridge Second Addition
Lincoln, Lancaster County, Nebraska

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

State of Nebraska - General Notary
AUDREY A. WISELL
My Commission Expires
March 20, 2018

The foregoing instrument was acknowledged before me this 3rd day of October, 2014,
by Mary L Vanek

Mary L. Vanek
Mary L Vanek

[Signature]
Notary Public, Lancaster Co , Nebraska

Velora M. Lannin
Velora M Lannin

7041 Stony Ridge Road
Lot 25, Stony Ridge Second Addition
Lincoln, Lancaster County, Nebraska

STATE OF NEBRASKA)
) ss
COUNTY OF LANCASTER)

State of Nebraska - General Notary
AUDREY A. WISELL
My Commission Expires
March 20, 2018

The foregoing instrument was acknowledged before me this 2nd day of October, 2014,
by Velora M Lannin

Velora M. Lannin
Velora M Lannin

[Signature]
Notary Public, Lancaster Co , Nebraska

John L. Hardesty
John L Hardesty

7033 Stony Ridge Road
Lot 26, Stony Ridge Second Addition
Lincoln, Lancaster County, Nebraska

STATE OF NEBRASKA)
) ss
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 27 day of September, 2014,
by

John L. Hardesty
John L Hardesty

[Signature]
Notary Public, Lancaster Co., Nebraska

State of Nebraska - General Notary
STEVEN L. PALMER
My Commission Expires
August 6, 2018

STONY RIDGE HOMEOWNERS ASSOCIATION, LINCOLN, NEBRASKA
A Nebraska Corporation
AMMENDED RESTRICTIVE COVENANTS

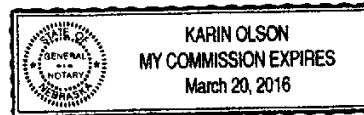
Nancy O. Johnson
Nancy O Johnson

7025 Stony Ridge Road
Lot 27, Stony Ridge Second Addition
Lincoln, Lancaster County, Nebraska

STATE OF NEBRASKA)
) ss
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 3 day of October, 2014,
by Nancy O Johnson

Nancy O. Johnson
Nancy O Johnson



Karin Olson
Notary Public, Lancaster Co., Nebraska

Bonnie L. Karsting

7017 Stony Ridge Road
Lot 28, Stony Ridge Second Addition
Lincoln, Lancaster County, Nebraska

STATE OF NEBRASKA)
) ss
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this _____ day of _____, 2014,
by Bonnie L. Karsting

Bonnie L. Karsting

Notary Public, Lancaster Co., Nebraska

STONY RIDGE HOMEOWNERS ASSOCIATION, LINCOLN, NEBRASKA
A Nebraska Corporation
AMMENDED RESTRICTIVE COVENANTS

Janice E. Haugen
Janice E. Haugen

7001 Stony Ridge Road
Lot 30, Stony Ridge Second Addition
Lincoln, Lancaster County, Nebraska

STATE OF NEBRASKA)
) ss
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 27th day of September, 2014,
by Janice E. Haugen

Janice E. Haugen
Janice E. Haugen

Steven L. Palmer
Notary Public, Lancaster Co, Nebraska



Janet ____ Smejder

7009 Stony Ridge Road
Lot 29, Stony Ridge Second Addition
Lincoln, Lancaster County, Nebraska

STATE OF NEBRASKA)
) ss:
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this _____ day of _____, 2014,
by

Janet ____ Smejder

Notary Public, Lancaster Co, Nebraska

Bonnie L. Karsting

7017 Stony Ridge Road,
Lot 28, Stony Ridge Second Addition
Lincoln, Lancaster County, Nebraska

STATE OF NEBRASKA)
) ss
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this _____ day of _____, 2014,
by

Bonnie L. Karsting

Notary Public, Lancaster Co, Nebraska