

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

THIS SECOND AMENDMENT is made to the Declaration of Covenants, Conditions, Restrictions and Easements for Lindenwood and Ratification of Lindenwood Replat dated July 24, 1990, and recorded with the Douglas County Register of Deeds on July 27, 1990, Miscellaneous Records, in Book 932, at Page 615, as amended by First Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Lindenwood and Ratification of Lindenwood Replat dated the 19th day of August, 1991, and recorded with the Douglas County Register of Deeds on August 20, 1991, in Book 975, at Page 364, Miscellaneous Records (as amended, the "Declaration").

R E C I T A L S:

A. The Declaration was made in connection with the development of residential lots in Lindenwood, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska ("Development").

B. Lots encumbered by the Declaration are legally described as follows (the "Lots"):

Lots 1 through 104, inclusive, and Outlots 1, 2 and 3 of Lindenwood Replat, as surveyed, platted and recorded with the Douglas County Register of Deeds.

C. The Lindenwood Homeowner's Association, a Nebraska not-for-profit corporation (the "Association") has been created in accordance with the terms of the Declaration.

D. Royal Homes, Inc., the original Declarant under the Declaration no longer owns any of the Lots and the rights and powers of the Declaration now vest with the Association in accordance with Section 5(c) of the Declaration.

E. The Association has obtained the written consent of the majority of the owners of record of the Lots within the Development to the amendments to the Declaration contained herein.

NOW, THEREFORE, pursuant to Section 5.C of the Declaration, The Association hereby amends and supplements the Declaration as follows:

1. Section 2. Covenants, shall be amended to state as follows:

2. Covenants.

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

a. Definitions

All defined terms in the Declaration shall have the same meaning in this Second Amendment to the Declarations as set forth in the Declarations, and, in addition thereto, the following terms shall be defined as follows:

1) "Association" shall mean and refer to Lindenwood Homeowner's Association, a Nebraska not-for-profit corporation, its successors and assigns.

2) "Architectural Control Committee" shall mean the Board of Directors of the Association or a Committee appointed by the Board of Directors of the Association. In the event the Architectural Control Committee is comprised of members appointed by the Board of Directors of the Association, the members of such Committee shall serve until resignation or dismissal by the Board of Directors of the Association.

3) "Floor Area" shall mean finished, habitable space, measured to the exterior of the enclosed walls. The term "area" does not include porches, stoops, breezeways, courtyards, patios, decks, basement or garages. Area does not include finished basements.

b. Further Divisions.

No platted lot which comprises a part of the Property shall be further subdivided or split without prior written consent of the Architectural Control Committee.

c. Use Limitations.

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

d. Approval of Plans.

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

The procedure for obtaining such approval shall be as follows:

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

e. Building Materials.

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

- 1) All foundations and basements walls shall be constructed of concrete, concrete blocks, bricks or stone. ~~The minimum height of basement walls constructed of concrete block shall be thirteen (13) courses. The minimum height of basement walls constructed of poured concrete shall be eight feet four inches (8'4").~~ Any exposed foundation walls facing a street must be constructed of or faced with brick or other material approved in writing by the Architectural Control Committee. ~~All exposed side and rear concrete or concrete block foundation walls not facing a street must be painted.~~
- 2) All driveways must be constructed of concrete, brick, paving stone, or laid stone.
- 3) Fireplace chimneys shall be covered with brick, or other material approved in writing by the Architectural Control Committee.
- 4) The roof of any Improvement shall be covered with wood cedar shakes or shingles, or other material approved in writing by the Architectural Control Committee. Hard board, pressed wood, bonded wood, and the like, will not be approved by the Architectural Control Committee as a roof covering. ~~The roof shall be a minimum pitch of seven inches (7") rise per twelve inches (12") run.~~

f. Painting, External Color:

The external walls of all improvements, except for external walls faced with brick or stone, shall be painted earth tone colors. The color chosen shall be compatible with the brick used on the home and shall be compatible with adjoining homes.

g. Restrictions for Single Family Residential Dwellings:

No single-family residence shall be created, altered, placed or permitted to remain on any lot other than one detached single-family dwelling which does not exceed two and one-half stories in height and which complies with the following restrictions:

- 1) Residences must contain a three (3) car garage. All garage piers must be fully bricked.
- 2) The residential dwelling must meet the following minimum area requirements:

<u>Type of House</u>	<u>Minimum Area</u>	<u>Location of Area</u>
1 story	1,800 sq. ft.	Main floor
1-1/2 story	1,400 sq. ft.	Main floor
	2,200 sq. ft.	Total sq. ft.
2 story	1,100 sq. ft.	Main floor
	2,400 sq. ft.	Total sq. ft.

h. Signs.

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

i. Mechanical Equipment.

No exterior solar heating or cooling device of any sort shall be permitted on any lot. Any exterior air conditioning condenser unit shall be placed in the rear yard or any side yards so as not to be visible from public view. No satellite signal receiving dish shall be permitted on any Lot except to the extent necessary to comply with federal laws in which event the satellite signal receiving dish shall be subject to the following restrictions: (a) no satellite signal receiving dish greater than one (1) meter in diameter shall be permitted; (b) any satellite signal receiving dish shall be placed in the rear yard or the side yard so as not to be visible from public view, provided, however, that should compliance herewith be possible only by incurring unreasonable expense or delay or impair receipt of an acceptable quality satellite signal, then compliance herewith shall be enforced to the greatest extent possible that will not result in unreasonable expense or delay or receipt of an unacceptable quality satellite signal. No exterior radio or television antenna shall be permitted on any lot, provided, however, that to the extent necessary to comply with federal law, if an external television antenna is necessary for the receipt of an acceptable quality television signal, then an exterior television antenna which does not extend higher than 12 feet above the roof line may be placed upon the lot, but shall be of the smallest possible size and placed in the most inconspicuous spot possible that will still allow receipt of an acceptable quality signal. The location of any satellite signal receiving dish and the size and location of any external television antenna must be approved in writing by the Architectural Control Committee, which shall have the authority to determine whether to allow a satellite signal receiving dish or a television antenna and to determine the location of a satellite receiving dish and the size and location of a television antenna that will provide the greatest compliance with this section without violating applicable federal law.

j. Vehicle Storage and Repair.

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

k. Parking.

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

l. Trash Disposal.

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

m. Maintenance Equipment.

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

n. Clothes Lines.

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

o. Gardens.

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

p. Exterior Lighting.

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

q. Walls and Fences.

~~No fences or enclosures of any type or nature whatsoever shall be constructed, erected, placed or maintained on or about any lot except those that have been submitted to and authorized by the Architectural Control Committee as set forth in 2.d. No fence may be built forward of the front most wall of the house. All fences shall be constructed of only wood, brick, wrought iron or stone. Wire or chain link fences shall not be permitted. No fences or walls shall exceed a height of six (6) feet unless otherwise approved by the Architectural Control Committee.~~

r. Ground Water Drainage.

~~The No excavation dirt shall be spread across any lot in such a fashion as to materially change the grade or contour of any lot shall not be changed unless the change has been approved by the Architectural Control Committee. No change to grade shall be made or improvements placed which shall increase the discharge of water upon neighboring Lots.~~

s. Landscaping.

~~Upon completion of the construction of the house, the front and side yards shall be sodded and the rear yard shall be sodded or seeded. No hedges or mass planted shrubs shall be planted or permitted without submission to the Architectural Control Committee in accordance with Section 2.d. and approval thereof by the Architectural Control Committee. No hedges or mass planted shrubs shall be permitted more than ten (10) feet forward of the front most wall of the house, unless otherwise approved by the Architectural Control Committee.~~

t. Swimming Pools.

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

u. Timely Complete of Construction.

Construction of any Improvement shall be completed within one (1) year from the date of commencement of excavation or construction of the Improvement.

v. Sidewalks.

Commencing with completion of construction of any Improvement on a lot, a public sidewalk constructed of concrete four (4) feet wide by four (4) inches thick shall be installed and maintained in front of each lot and upon each street side of each corner lot. The sidewalk shall be placed five (5) feet back of the street curb line and shall be constructed by the Owner of the lot prior to the time of completion of the main

structure and before occupancy thereof. If the requirements of the City of Omaha are different than the requirements of this provision, the stricter requirements shall control. The sidewalk shall be maintained by the Owner and shall be shoveled or otherwise cleared of all snow and ice within twenty-four (24) hours of the completion of the snowfall or other form of frozen precipitation. If the snow or ice has not been so cleared, the Association may, but shall not be required to, remove the snow or ice in which case the cost of removal shall be billed to the Owner, and if unpaid, shall be a lien upon the Lot and subject to enforcement in the same manner as dues.

w. Driveways.

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

x. Animals and Animal Shelters.

No stable or other shelter for any animal, livestock, fowl or poultry shall be erected, placed or permitted to remain on any lot, except for one dog house constructed for one (1) dog; provided that the construction plans, specifications and the location of the proposed structure have been first approved by the Architectural Control Committee. Dog houses shall only be allowed adjacent to the rear of the building, concealed from public view. No dog runs or kennels may be constructed or installed on any lot. No animals, livestock, fowl, poultry or other agricultural-type animals of any kind, including pot-bellied pigs, shall be raised, bred or kept on any lot, except that dogs, cats, or other household pets maintained within the residential structure may be kept, provided that they are not kept, bred or maintained for any commercial purpose and, provided, that they are kept confined to the lot of their owner and are not permitted to run loose outside the lot of their owner.

y. Nuisances.

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

z. Vacant Lots.

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

aa. Temporary Structures Prohibited.

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

bb. Utility Service Lines.

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

cc. Pre-existing Improvements.

This Second Amendment to the Declarations shall apply to all Improvements presently existing or to be placed on any Lot, provided, however, that subsections 2.e. and 2.g. above, to the extent they differ from subsection 2.d. of the original Declaration shall not apply to Improvements existing as of the date this Second Amendment is recorded with the Register of Deeds or to Improvements approved by Royal Homes, Inc. prior to the formation of the Association.

2. Declaration to Remain in Full Force and Effect.

In each and every other respect, the Declaration shall remain in full force and effect according to its terms.

3. Invalidation; Effect.

Invalidation of any Covenant, or part thereof as applied to any particular circumstance or set of facts, by judgment or court order shall in no way affect enforcement of such covenant or part thereof under any other circumstances or set of facts, and in any event shall not affect the enforcement of any of the other provisions hereof, which shall remain in full force and effect.

IN WITNESS WHEREOF, this Second Amendment is executed by the President and Secretary of the Association
this _____ day of _____, 1997.

Lindenwood Homeowner's Association,

By _____
President

By _____

STATE OF NEBRASKA]
] ss
COUNTY OF DOUGLAS]

The foregoing instrument was acknowledged before me this _____ day of _____, 1997 by _____
_____, President and _____, Secretary of Lindenwood Homeowner's Association,
a Nebraska Nonprofit Corporation, on behalf of the corporation.

Notary Public