

Instrument No: 92-3821

REVISED AND RESTATED PROTECTIVE COVENANTS

RECITALS

- A. The following described real estate is subject to (i) Protective Covenants, dated March 2, 1979 and recorded on April 4, 1979 with the Office of the Register of Deeds of Lancaster County, Nebraska, as evidenced by Instrument No. 79-7756 and (ii) certain amendments thereto filed on October 29, 1980 as evidenced by Instrument No. 80-22325, on April 20, 1982 as evidenced by Instrument No. 82-5516 on October 30, 1986 as evidenced by Instrument Nos. 86-36939, 86-36940 and 86-36941 (collectively, the "Amended Covenants"):

See legal descriptions of Class A and B membership, pages 2 and 3 herein.

- B. Edenton Homeowners' Association, Inc., a Nebraska nonprofit corporation (The "Corporation"), was incorporated and is empowered to enforce the Amended Covenants created and established against and upon the Real Estate;
- C. The owners of at least two-thirds of the lots within the Real Estate desire to modify certain provisions of the Amended Covenants and consolidate such modifications with the Amended Covenants to form the Revised and Restated Protective Covenants set forth herein; and
- D. Pursuant to Paragraph XXVIII of the Amended Covenants, the owners of at least two-thirds of the lots within the Real Estate have approved, by written instrument on file with the President of the Corporation, the Revised and Restated Protective Covenants, which incorporate certain modifications to the Amended Covenants and consolidate such modifications with the Amended Covenants.

NOW, THEREFORE, based on the foregoing Recitals, the Amended Covenants are hereby terminated and the following Revised and Restated Protective Covenants are hereby created, established and adopted against and upon the Real Estate:

ARTICLE I.

For purposes of these Revised and Restated Protective Covenants, the following definitions, in addition to the definitions set forth above, shall apply:

- A. "Properties" means and refers to all property listed and defined as Class A and Class B membership.
- B. "Commons" means and refers to the following described real property:

Outlot A, EDENTON 1ST ADDITION, LINCOLN, LANCASTER COUNTY, NEBRASKA

- C. "Class A Membership" means and shall include the record owners of the following described real property:

Lots 1 through 42, Block 8; Lots 1 through 10, Block 9; all in EDENTON ADDITION, LINCOLN, LANCASTER COUNTY, NEBRASKA; and Lots 1 through 8, Block 1; Lots 1 through 14, Block 2; all in EDENTON 1ST ADDITION, LINCOLN, LANCASTER COUNTY, NEBRASKA; and that portion of Outlot F commencing at the Southeast corner of Lot 22, Block 8, Edenton Addition, thence Southeasterly a distance of 16 feet on a line extended along the front of Lots 21 and 22, thence Southwesterly a distance of 75 feet on a line parallel to and 16 feet South of the South line of said Lot 22, thence Northwesterly a distance of 16 feet to a point on the South line of Lot 22, thence Northeasterly along the South line of Lot 22 a distance of 75 feet to the point of beginning; and that portion of Outlot F commencing at the Northeast corner of Lot 23, Block 8, Edenton Addition, thence North a distance of 16 feet on a line extended along the front of Lots 23 thru 26, thence West a distance of 70 feet on a line parallel to the 16 feet North of the North line of Lot 23, thence South a distance of 16 feet to a point on the North line of Lot 23, thence East along the North line of Lot 23 a distance of 70 feet to the point of beginning; and that portion of Outlot F commencing at the Southeast corner of Lot 26, Block 8, Edenton Addition, thence South a distance of 16 feet on a line extended along the front of Lots 23 thru 26, thence West a distance of 70 feet on a line parallel to and 16 feet South of the South line of Lot 26, thence North a distance of 16 feet to a point on the South line of Lot 26, thence East along the South line of Lot 26, a distance of 70 feet to the point of beginning, all in EDENTON ADDITION, LINCOLN, LANCASTER COUNTY, NEBRASKA.

- D. "Class B Membership" means and shall include the record owners of the following described real property:

Lots 1 through 23, Block 1; Lots 1 through 36, Block 2; Lots 1 and 2, Block 3; Lots 1 through 38, Block 4; Lots 1 through 11, Block 5; Lots 1 through 4, Block 6; Lots 1 through 3, Block 7; all in EDENTON ADDITION, LINCOLN, LANCASTER COUNTY, NEBRASKA; Lot 2, EDENTON CENTRAL ADDITION, LINCOLN, LANCASTER COUNTY, NEBRASKA; Lots 1 through 14, EDENTON 5TH

ADDITION, LINCOLN, LANCASTER COUNTY,
NEBRASKA.

E. "Addition" means and collectively refers to the Edenton Addition, Lincoln, Lancaster County, Nebraska, Edenton 1st Addition, Lincoln, Lancaster County, Nebraska, Edenton 2nd Addition, Lincoln, Lancaster County, Nebraska, Edenton Central Addition, Lincoln, Lancaster County, Nebraska, and Edenton 5th Addition, Lincoln, Lancaster County, Nebraska.

ARTICLE II.

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

ARTICLE III.

Any building or improvement constructed upon any lot within the Properties shall be completed within six months from and after the commencement of construction.

ARTICLE IV.

The Corporation, and its successors and assigns, shall have the exclusive rights to establish grades and slopes upon all lots within the Properties and to fix the grade at which any building or improvement shall be placed or constructed upon any lot in conformity with the general plan for the development of the Addition. Plans for any building or other improvement to be placed or constructed upon any lot in conformity with the general plan for the development of the Addition. Plans for any building or other improvement to be placed or constructed upon any lot within the Properties shall be submitted to the Corporation. Such plans shall show the size, exterior materials, design and plot plans for the building or improvement, shall indicate the location of such building or improvement and shall indicate the location of all other buildings or improvements upon the lot. One set of such plans signed by the owner of the lot shall be left on permanent file with the Corporation. The construction of the building or improvement shall not be commenced unless and until written approval of the plans for the building or improvement has first been secured from the Corporation and shown of record. Written approval or disapproval of such plans shall be given by the Corporation within thirty (30) days from the after the receipt thereof. Approval of such plans shall not be unreasonably withheld, and in the event of the disapproval of such plans, a written statement of the grounds for such disapproval shall be given to the owner of the lot. The Corporation, and its successors and assigns, shall have the exclusive right to approve or disapprove any such plans, based on its opinion as to the conformity of the size, material or plot plan to the general standard and value of the development in the Addition. Any improvements to a lot or building owned by a Class A member's townhouse (but not a single family house) including, but limited to landscaping, constructing a fence or changing the exterior, shall be subject to the approval and procedure set forth in this Article IV.

ARTICLE V.

All buildings within the Properties shall be constructed in conformity with the requirements of the applicable building codes of the City of Lincoln, Nebraska, and public sidewalks shall be installed as required by the City of Lincoln, Nebraska.

ARTICLE VI.

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.

ARTICLE VII.

No noxious or offensive activity shall be carried on or permitted on any lot within the Properties, nor shall anything be done thereon which is or may become an annoyance or nuisance to the neighborhood or which endangers the health or unreasonably disturbs the quiet enjoyment of the owners or occupants of adjoining lots.

ARTICLE VIII.

No advertising signs, billboards, or other advertising device shall be erected, placed, or permitted on any lot within the Properties, provided, however, any owner of a lot may place on a lot which he or she owns (1) "Open House" signs, if posted for a period not exceeding 48 hours, or "For Sale" signs; (2) political campaign signs not exceeding six (6) square feet in dimension and for the limited time period established by the Lincoln Municipal Code; and (3) garage sale signs for a period not exceeding 48 consecutive hours, if the owner of such lot is conducting such sale.

ARTICLE IX.

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

ARTICLE X.

No recreational vehicle, campers, boats or trailers shall be stored or parked upon any lot within the Properties except within an enclosed structure, provided, however, such vehicles may be temporarily parked or stored upon lots within the Properties for periods of time not to exceed 14 days per year.

ARTICLE XI.

No satellite dishes, antennas or wiring for electrical power, telephone, television, radio, or any other use shall be placed or permitted above ground except inside a residence.

ARTICLE XII.

There shall be easements over and upon each lot within the Properties as shown on the recorded plat of the Addition.

ARTICLE XIII.

Every person or entity who is or shall become a record owner of a fee or undivided fee interest in any lot within the Properties shall be a member of the Corporation, provided, however, any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a member.

ARTICLE XIV.

The Corporation shall have two classes of membership consisting of Class A Membership and Class B Membership.

Each Class A Member of the Corporation shall be entitled to all rights of membership and to one vote for each lot or living unit in which the interest requisite for membership is held, provided, however, that no more than one vote shall be cast with respect to any such lot or living unit.

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

ARTICLE XV.

Each member of the Corporation shall have the right to use and enjoy the Commons and shall have an easement over and upon the Commons for the use and enjoyment thereof, which shall be appurtenant to and shall pass with the interest requisite for membership.

ARTICLE XVI.

The rights and easement of the members of the Corporation in and upon the Commons shall be subject to the following:

- A. The right of the Corporation to borrow money for the purpose of improving the Commons and in aid thereof to mortgage the Commons. In the event of a default upon any such mortgage the lender shall have the right, after taking possession of the Commons, to charge admission and other fees as a condition of the continued enjoyment of any recreational facilities within Commons by the members, and if necessary, to open such

facilities to a wider public until the mortgage debt shall be satisfied, whereupon the possession of the Commons shall be returned to the Corporation and all right of the members hereunder shall be fully restored, provided, however, that any such mortgage 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, provided notice of the proposed mortgage be contained in the notice of such special meeting.

- B. The right of the Corporation to take such steps as are reasonably necessary to protect the Commons against foreclosure.
- C. The rights of the Corporation, as provided in its Articles of Incorporation and Bylaws, to suspend the enjoyment of such facilities by any member or a period during which an assessment remains unpaid, and for a period not to exceed thirty days for any infraction of the established rules and regulations governing the use of such facilities.
- D. The right of the Corporation to charge reasonable admission and other fees for the use of such facilities.
- E. The right of the Corporation to dedicate or transfer all or any part of the Commons to any public agency, authority, or utility, and subject to such conditions as may be agreed to by the members, provided, however, that any such dedication or transfer shall be approved by the affirmative vote of two-thirds of each class member entitled to vote, present in person or by proxy, at a regular meeting of the members or a special meeting of the members, provided notice of the proposed dedication or transfer be contained in the notice of such special meeting.

ARTICLE XVII.

Each member of the Corporation, who is the record owner of a lot which has access to a street by way of a private drive and/or common driveway, shall have an easement over and upon such private drive and/or common driveway for ingress or egress from and to such street, which shall be appurtenant to and shall pass with the interest requisite for membership.

ARTICLE XVIII.

The Corporation hereby covenants and each member of the Corporation, by the acceptance of a deed by which the interest requisite for membership in the Corporation 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 improvements of the Commons. The annual and special assessments of each Class B member shall be equal to one-half of the annual and special

assessments of each Class A member, which are attributable to administration, maintenance, or improvement of the Commons. Each such assessment shall be the personal obligation of the member who is, or was the record owner of the lot or living unit assessed at the time of such assessment, shall bear interest at the rate of ten percent (10%) per annum until paid, and, when shown of record, shall be a lien upon the lot or living unit assessment.

In order to provide the necessary funds for the collection and enforcement of unpaid assessments, all assessments lawfully imposed of all kinds by the Corporation that are not paid by the 10th day of the month in which they are due shall be subject to a late charge of \$10.00; those assessments that are not paid by the 10th day of the following month shall be subject to a second late charge of \$25.00. If not previously filed, a lien shall be filed upon the lot or living unit assessed for any assessments, interest thereon, and late charges not paid by the 10th day of the second month in which they are due.

ARTICLE XIX

The Corporation hereby covenants to maintain each private drive and /or common driveway serving two or more lots. Each member of the Corporation, who is the record owner of a lot that has access to a street by way of such private drive and/or common driveway, shall be deemed to covenant to maintain such private driveway and/or common driveway. The covenants by such members may be satisfied by the payment of annual and special assessments for the maintenance of such private drive and/or common driveways. Each such assessment shall be the personal obligation to the member which is, or was, the record owner of the lot assessed at the time of such assessment, shall bear interest at the rate of ten percent (10%) per annum until paid and, when shown of record, shall be a lien upon the lot assessed.

ARTICLE XX

The Corporation hereby covenants, and each member of the Corporation by the acceptance of a deed by which the interest requisite for membership in the Corporation is acquired, shall be deemed to covenant to maintain the pedestrian way easements within Lot 4, Block 1; Lots 10 and 29, Block 2; and Lots 3 and 12, Block 4, as shown on the recorded plan of Edenton Addition. Easements are reserved for the use of public over and upon said walkways. If these easements are ever removed or released, this covenant shall be null and void.

ARTICLE XXI.

Any lien for any annual or special assessment shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the lot against which such assessment is made.

ARTICLE XXII.

Annual and special assessments for the administration and maintenance of the Commons and for the maintenance of private drives and/or common driveways may be

made by the Board of Directors of the Corporation. Special assessments for capital improvements may be made by the Board of Directors, provided, however, that any such special assessment must be approved by the affirmative vote of two-thirds for each class of members affected and entitled to vote, present in person or by proxy, at a regular meeting of the members or at a special meeting of the members, provided notice of such special assessment be contained in the notice of such special meeting.

ARTICLE XXIII.

Any wall placed or constructed on any common lot line between two adjoining lots within the Properties shall be a party wall. Any expense for structural repair, replacement or reconstruction of a party wall, or for the protection of a party wall against the natural elements shall be borne equally by the members who are the record owners 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 a negligent or willful act or omission resulting in the damage or destruction of a party wall.

ARTICLE XXIV.

When any utility line shall be placed or constructed on two or more adjoining lots within the Properties, each member who is a record owner of one of such adjoining lots shall have an easement for the maintenance, repair and replacement of such utility line over and upon all of such adjoining lots, which easement shall be appurtenant to and shall pass with interest requisite for membership. Any expense for maintenance, repair or replacement of such utility line shall be borne equally by the members who are the record owners 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 a negligent or willful act or omission resulting in the damage or destruction of such utility line.

ARTICLE XXV.

Each Class A member of the Corporation, by the acceptance of a deed by which the interest requisite for membership in the Corporation is acquired, shall be deemed to covenant to maintain fire and extended coverage insurance on the improvements thereon, in an amount equal to the full insurable value thereof. Any proceeds of such insurance shall be applied, to the extent required in the discretion of the Corporation, to the repair or reconstruction of such improvements. The Corporation may maintain such insurance and add to the cost thereof to the next annual assessment against the property. Each Class A member shall provide proof of such insurance to the Corporation's Board of Directors if so requested.

ARTICLE XXVI.

Each Class A member of the Corporation, by the acceptance of a deed by which the interest requisite for membership in the Corporation is acquired, shall be deemed to

covenant to maintain the exterior of any improvements thereon. The Corporation may maintain the exterior of any such improvements, excluding glass surfaces, and shall have the right to enter upon the property, at reasonable time, to perform such maintenance. The cost of such maintenance shall be added to the next annual assessment against the property.

In addition, all yards for Class A members' townhouses (but not single family houses) are required to have underground water sprinkling systems installed at the time of construction. If such sprinkling systems are not installed for townhouses now constructed, or hereafter constructed, the Corporation shall have the option of installing the same and assessing the apportioned cost of said installation to the townhouse properties for which such sprinkling system are installed. Each assessment shall be the personal obligation of the record owner of the lot or living unit assessed at the time of such assessment, shall bear interest at the rate of ten percent (10%) per annum until paid, and, when shown of record, shall be a lien upon the lot or living unit assessed.

ARTICLE XXVII.

The Corporation hereby covenants to maintain any landscape screen, whether composed of structural or live plant material, which is place upon any lot pursuant to any resolution or ordinance of the City of Lincoln, Nebraska. Each member of the Corporation who is the record owner of a lot on which such a screen is constructed or planted shall be a deemed to covenant to maintain such a screen. The covenants by such members may be satisfied by the payment of annual and special assessments for the maintenance of such screen. Each such assessment shall be their personal obligation of the member who is, or was, the record owner of the lot assessed at the time such assessment, shall bear interest at the rate of ten percent (10%) per annum until paid and, when shown of record, shall be a lien upon the lot assessed.

ARTICLE XXVIII.

These covenants and restrictions shall run with the land and shall be binding upon and enforceable by the Corporation, all persons claiming under the Corporation, and its successors and assigns. These covenants and restrictions may be terminated or modified, at any time, by an instrument executed by the owners of two-thirds of the lots within the Properties agreeing to a termination or modification thereof.

ARTICLE XIX.

The enforcement of these covenants and restrictions shall be by proceedings at law or in equity against any person violating or attempting to violate any provision hereof. Such proceedings may be utilized by the Corporation to restrain such violation, recover damages, or enforce any lien or obligation created hereby.

ARTICLE XXX.

The Corporation may add additional real property to the Properties or the Commons, at any time, without the consent or approval of the members of the Corporation. Such additions shall be made by the execution and recordation of protective covenants against and upon such additional real property, which protective covenants subject such additional real property to the covenants and restrictions herein contained.

ARTICLE XXXI.

The invalidation of any one of these covenants and restrictions shall not affect the validity of the remaining provisions hereof, which shall remain in full force and effect.

Dated this [31st] day of [January], 1992

EDENTON HOMEOWNERS'
ASSOCIATION, INC.,

By: [Signature of Lewis Hinkley]
President

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this [31st] day of [January], 1992, by Lewis Hinkley, President of Edenton Homeowners' Association, Inc., a Nebraska corporation, on behalf of the corporation.

[Signature of Carolyn L Ossian]
Notary Public

Seal [General Notary-State of Nebraska
Carolyn L. Ossian
My Comm. Exp. March 24 1995]