

FILED SARPY CO. NE.

INSTRUMENT NUMBER

2003-27966

2003 MAY 22 P 2:13 PM

Glenn J. Lowrey

REGISTER OF DEEDS

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FIFTH AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF LINCOLN PLACE, A SUBDIVISION IN SARPY COUNTY, NEBRASKA

THIS FIFTH AMENDMENT is made by LINCOLN DEVELOPMENT, L.L.C., a Nebraska limited liability company, hereinafter referred to as the "Declarant," and made to the Declaration of Covenants, Conditions, Restrictions and Easements of Lincoln Place, a subdivision in Sarpy County, Nebraska, dated June 1, 1999 and recorded at Instrument Number 99-017671 in the Miscellaneous Records of the Register of Deeds of Sarpy County, Nebraska on June 4, 1999, and the First Amendment to the Declaration of Covenants, Conditions, Restrictions and Easements of Lincoln Place, a subdivision in Sarpy County, Nebraska, dated July 6, 1999, and recorded at Instrument Number 99-021633 in the Miscellaneous Records of the Register of Deeds of Sarpy County, Nebraska on July 8, 1999, and the Second Amendment to the Declaration of Covenants, Conditions, Restrictions and Easements of Lincoln Place, a subdivision in Sarpy County, Nebraska dated May 15, 2000 and recorded at Instrument Number 2000-11813 in the Miscellaneous Records of the Register of Deeds of Sarpy County, Nebraska on May 18, 2000, and the Third Amendment to the Declaration of Covenants, Conditions, Restrictions and Easements of Lincoln Place, a subdivision in Sarpy County, Nebraska dated August 21, 2000, and recorded at Instrument Number 2000-21303 in the Miscellaneous Records of the Register of Deeds of Sarpy County, Nebraska on August 25, 2000; the Fourth Amendment to the Declaration of Covenants, Conditions, Restrictions and Easements of Lincoln Place, a subdivision in Sarpy County, Nebraska dated December 14, 2000, and recorded at Instrument Number 2000-34232 in the Miscellaneous Records of the Register of Deeds of Sarpy County, Nebraska on December 27, 2000 (hereinafter collectively referred to as the "Declaration").

PRELIMINARY STATEMENT

Article V, Paragraph 2 of the original Declaration provides that the covenants and restrictions of the Declaration may be amended by the Declarant for a period of 10 years following June 1, 1999.

NOW, THEREFORE, Declarant hereby declares that the Declaration of Covenants, Conditions, Restrictions and Easements of Lincoln Place, a subdivision in Sarpy County, Nebraska, dated June 1, 1999 and recorded at Instrument Number 99-017671 in the Miscellaneous Records of the Register of Deeds of Sarpy County, Nebraska on June 4, 1999, and the First Amendment to the Declaration of Covenants, Conditions, Restrictions and Easements of Lincoln Place, a subdivision in Sarpy County, Nebraska, dated July 6, 1999, and recorded at Instrument Number 99-021633 in the Miscellaneous Records of the Register of Deeds of Sarpy County, Nebraska on July 8, 1999, and the Second Amendment to the Declaration of Covenants, Conditions, Restrictions and Easements of Lincoln Place, a subdivision in Sarpy County, Nebraska dated May 15, 2000 and recorded at Instrument Number 2000-11813 in the Miscellaneous Records of the Register of Deeds of Sarpy County, Nebraska on May 18, 2000, and the Third Amendment to the Declaration of Covenants,

PLEASE RETURN TO:

Jana McDonald
11920 Burt St, Suite 165
Omaha, NE 68154

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Conditions, Restrictions and Easements of Lincoln Place, a subdivision in Sarpy County, Nebraska dated August 21, 2000, and recorded at Instrument Number 2000-21303 in the Miscellaneous Records of the Register of Deeds of Sarpy County, Nebraska on August 25, 2000; and the Fourth Amendment to the Declaration of Covenants, Conditions, Restrictions and Easements of Lincoln Place, a subdivision in Sarpy County, Nebraska dated December 14, 2000, and recorded at Instrument Number 2000-34232 in the Miscellaneous Records of the Register of Deeds of Sarpy County, Nebraska on December 27, 2000 should be and hereby are amended in the following manner:

1. By deleting therefrom the legal description in the Preliminary Statement and adding in its place and stead the following:

Lots 1 through 103, inclusive, in Lincoln Place First Platting, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska; Lots 111 through 192, Lincoln Place Third Platting, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska.; and Lots 1 through 49, inclusive, Lincoln Place Phase II Replat I, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska.

2. By deleting therefrom paragraph 2 of Article III and adding in its place and stead the following:

2. Membership and Voting. Lincoln Place is being initially divided into one hundred and three (103) separate single-family residential lots, additional single-family residential lots such as those within Lincoln Place Third Platting and Lincoln Place Phase II Replat I (also known as Amber Vista at Lincoln Place) (all such lots and other phases collectively referred to as the "Lots"). The "Owner" of each Lot shall be a Member of this Association. The Association shall include further phases of Lincoln Place as may be developed by the Declarant. For purposes of this Declaration, the term "Owner" of a Lot means and refers to the record owner, whether one or more persons or entities, of fee simple title to a Lot, but excluding however those parties having any interest in any of such Lot merely as security for the performance of an obligation (such as a contract seller, the trustee or beneficiary of a deed of trust, or a mortgagee). The purchaser of a Lot under a land contract or similar instrument shall be considered to be the "Owner" of the Lot for purposes of this Declaration. Membership shall be appurtenant to ownership of each Lot, and may not be separated from ownership of each Lot. Except for Lots owned by the Declarant, the owner of each Lot, whether one or more entities, shall be entitled to one (1) vote for each Lot owned on each matter properly coming, before the Members of the Association. The Declarant shall be entitled to five (5) votes for each Lot owned.

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3. By deleting therefrom paragraph 3 of Article III and adding in its place and stead the following:

3. Additional Lots. Declarant reserves the right, without consent or approval of any owner or Member, to expand the property to which this Declaration is applicable to include additional residential lots in any subdivision which is contiguous to any of the Lots. Such expansion may be affected from time to time by the Declarant by recordation with the Register of Deeds of Sarpy County, Nebraska, of an Amendment to Declaration, executed and acknowledged by Declarant, setting forth the identity of the additional residential lots which shall become subject to this Declaration. In addition, the Amendment to Declaration may declare that all or any part of the additional residential lots which shall become subject to the Declaration shall be Boundary Lots as that term is defined in Article II herein and such additional Boundary Lots shall be subject to all restrictions and obligations on Boundary Lots set forth herein. Upon the filing of any Amendment to Declaration which expands the property subject to this Declaration, the additional residential lots identified in the Amendment shall be considered to be and shall be included in the "Lots" for all purposes under this Declaration, except that such additional Lots may, at the Declarant's option, be subject to a separate Declaration of Covenants, Conditions, Restrictions and Easements and in the event of any inconsistencies between the original Declaration and any separate Declaration, the separate Declaration shall control as to such additional Lots that it encumbers, except as to Article III, in which case the original Declaration, as amended shall control. The Owners of the additional residential lots shall be Members of the Lincoln Place Homeowners Association with all rights, privileges and obligations accorded or accruing to Members of the Association.

All other terms of said Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has caused these presents to be executed this 13th day of May 2003.

LINCOLN DEVELOPMENT, L.L.C., a Nebraska limited liability company, "Trustor"

By: Barbara Udes Shaw
Barbara Udes Shaw, Manager

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was signed before me this 13 day of May ²⁰⁰³2002, by Barbara Udes Saaw, Manager of Lincoln Development, L.L.C., a Nebraska limited liability company, to me known to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed as Manager of said limited liability company.

Jana L. McDonald
Notary Public



FILED SARPY CO. NE.
INSTRUMENT NUMBER
2003-27965

2003 MAY 22 P 2:10

Glenn J. Ludwig
REGISTER OF DEEDS

Counter *[Signature]*
Verify *LM*
D.E. *LM*
Proof *[Signature]*
Fee \$ 84.50
Ck Cash
3319
Stamp copy

DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS
OF AMBER VISTA AT LINCOLN PLACE

THIS DECLARATION, made on the date hereinafter set forth, is made by LINCOLN DEVELOPMENT, L.L.C., a Nebraska limited liability company, hereinafter referred to as the "Declarant."

PRELIMINARY STATEMENT

The Declarant is the owner of certain real property located within Sarpy County, Nebraska and described as follows:

Lots 1 through 49, inclusive, in Lincoln Place Phase II Replat I, a subdivision in Sarpy County, Nebraska.

Such lots are herein referred to collectively as the "Lots," individually as each "Lot" and as a group may be referred to "Amber Vista at Lincoln Place."

The Declarant desires to provide for the preservation of the values and amenities of Amber Vista at Lincoln Place, which is a part of the Lincoln Place development, for the maintenance of the character and residential integrity of Amber Vista at Lincoln Place, and for the acquisition, construction and maintenance of Common Facilities for the use and enjoyment of the residents of Amber Vista at Lincoln Place. As used herein, the term "Common Facilities" shall mean all recreational facilities, dedicated and nondedicated roads, paths, ways and green areas, signs and entrances for the Lincoln Place development, including Amber Vista, as well as any and all other facilities acquired, constructed, improved, maintained, operated, repaired, or replaced by the Homeowner's Association for the general use, benefit and enjoyment of the members of the Homeowner's Association.

NOW, THEREFORE, the Declarant hereby declares that each and all of the Lots shall be held, sold and conveyed subject to the following restrictions, covenants, conditions and easements, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Lots, and the enjoyment of the residents of the Lots. These restrictions, covenants, conditions and easements shall run with such Lots and shall be binding upon all parties having or acquiring any right, title or interest in each Lot, or any part thereof, as is more fully described herein. The Lots, and each Lot is and shall be subject to all and each of the following conditions and other terms:

PLEASE RETURN TO:

Jana McDonald
11920 Burt St, Suite 165
Omaha, NE 68154

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ARTICLE 1.
RESTRICTIONS AND COVENANTS

1. Each Lot shall be used exclusively for single-family residential purposes, except for such Lots or parts thereof as may hereafter be conveyed or dedicated by Declarant, or its successors or assigns, for use in connection with a Common Facility, or as a church, school, park, or for other non-profit use.

2. No residence, building, driveway, swimming pool, pool house, dog house, fence or other external improvement, above or below the ground, (herein all referred to as any "Improvement") shall be constructed, erected, placed or permitted to remain on any Lot, nor shall any grading or excavation for any Improvement be commenced, except for Improvements which have been approved by Declarant as follows:

A. An owner desiring to erect an Improvement shall deliver two sets of construction plans, landscaping plans and plot plans to Declarant (herein collectively referred to the "plans"). Such plans shall include a description type, quality, color and use of materials proposed for the exterior of such Improvement. Concurrent with submission of the plans, Owner shall notify the Declarant of the Owner's mailing address.

B. Declarant shall review such plans in light of the conditions and restrictions of Article I of this Declaration and in relation to the type and exterior of improvements constructed, or approved for construction, on the Lots. In this regard, Declarant intends that the Lots shall be developed as a residential community with homes constructed of high quality materials. The decision to approve or refuse approval of a proposed Improvement shall be exercised by Declarant in a reasonable manner to promote conformity and harmony of the external design of the improvements constructed within Lincoln Place Subdivision and to protect the value, character and residential quality of all Lots in a manner consistent with this Declaration. If Declarant determines that the proposed Improvement does not conform with the surrounding improvements or topography or will not protect and enhance the integrity and character of all the Lots and neighboring Lots as a quality residential community, Declarant may refuse approval of the proposed Improvement.

C. 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. Such notice shall be mailed, if at all, within thirty (30) days after the date of submission of the plans. If notice of approval is not mailed within such period, the proposed Improvement shall be deemed disapproved by Declarant.

D. No Lot owner, or combination of Lot owners, or other person or persons shall have any right to any action by Declarant, or to control, direct or influence the acts of the Declarant with respect to any proposed Improvement. No responsibility, liability or obligation shall be assumed by or imposed upon Declarant by virtue of the authority granted to Declarant in this paragraph, or as a result of any act or failure to act by Declarant with respect to any proposed Improvement.

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E. At such time as there shall be a completed single family residence constructed and occupied on ninety percent (90%) of all Lots, including all other phases, or ten (10) years, whichever shall occur first, all discretions of Declarant under this Article I, Paragraph 2 shall transfer to the Homeowner's Association and shall be administered pursuant to the provisions of Article III herein.

3. Any patio, patio enclosure, swing set, playground equipment, dog house, tree house, antenna satellite dishes not greater than eighteen inches (18") in diameter, flag pole, or Declarant approved storage shed, shall not be located in front of the center line of the dwelling, and shall not be visible from the public view.

4. One (1) small shed or outbuilding not to exceed eight (8) feet in width, six (6) feet in height, and ten (10) feet in length may be constructed along the twenty (20) foot wide strip abutting the rear lot line of a Lot, of material similar in style and color to the primary Improvement on said Lot, provided always that the construction plans, specifications and location of the proposed structure have been first approved by Declarant, or its assigns as provided in Article I, paragraph 2.

5. No solar-collecting panels or equipment, wind-generating power equipment, flag poles, or above ground swimming pools in excess of eighteen inches (18") in depth, metal storage sheds or satellite receiving station or satellite dishes greater than eighteen inches (18") in diameter shall be permitted on any of the lots subject to these covenants.

6. No stable or other shelter for any animal, livestock, fowl or poultry shall be erected, altered, placed or permitted to remain on any Lot, except for one dog house, which shall be located adjacent to the rear portion of the dwelling concealed from public view. No dog runs or kennels of any kind shall be allowed in Lincoln Place Subdivision. No livestock or agricultural-type animals shall be allowed in Lincoln Place Subdivision, including pot-bellied pigs.

7. 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. Residences on all lots shall comply with all zoning and subdivision ordinances of the City of Gretna, including but not limited to any required minimum front set back, minimum rear set back, minimum side set back, and minimum street side yard set back.

8. The exposed front foundation walls and any foundation walls facing any street of all main residential structures must be constructed of or faced with brick, simulated brick, stone, stucco, vinyl siding or other material approved by Declarant. All exposed side and rear concrete or concrete block foundation walls not facing a street must be painted. All driveways must be constructed of concrete, brick, paving stone, or laid stone or other approved material. All foundations shall be constructed of concrete, concrete blocks, brick or stone. Fireplace chimneys shall be covered with brick, wood or other material approved in writing by Declarant. Unless other materials are specifically approved by Declarant, the roof of all Improvements shall be covered with asphalt shingles, or other material and color specifically approved by Declarant.

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9. All exterior wood surfaces shall only be painted in tones of browns and grays, which color shall first be approved by Declarant, at Declarant's sole discretion, or its assigns, prior to the installation of the paint.

10. No advertising signs, billboards, unsightly objects or nuisances shall be erected, placed or permitted to remain on any Lot except one sign per Lot consisting of not more than six (6) square feet advertising a lot as "For Sale". No premises shall be used in any way for any purpose which may endanger the health or unreasonably disturb the owner or owners of any Lot or any resident thereof. No business activities of any kind shall be constructed on the Lot. Provided, however, the foregoing paragraph shall not apply to the business activities, signs and billboards or the construction and maintenance of buildings, if any, by Declarant, their agents or assigns, during the construction and sale of the Lots.

11. No repair of any boats, automobiles, motorcycles, trucks, campers or similar vehicles requiring a continuous time period in excess of forty-eight (48) hours shall be permitted on any Lot at any time; nor shall vehicles offensive to the neighborhood be visibly stored, parked or abandoned on any Lot. No unused building material, junk or rubbish shall be left exposed on the Lot except during actual building construction, and then only in as neat and inconspicuous a manner as possible.

12. No boat, camper, trailer, auto-drawn or mounted trailer of any kind, mobile home, truck, aircraft, camper truck or similar chattel shall be maintained or stored on any part of a Lot (other than in an enclosed structure) for more than twenty (20) days within a calendar year. All residential Lots shall provide at least a minimum number of off street parking areas or spaces for private passenger vehicles required by the applicable zoning ordinances of the City of Gretna, Nebraska. No grading or excavating equipment, tractors or semitractors/trailers shall be stored, parked, kept or maintained in any yards, driveways or streets. However, this Paragraph 12 shall not apply to trucks, tractors or commercial vehicles which are necessary for the construction of residential dwellings or other improvements during the period of construction.

13. 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 garden, lawn or maintenance equipment of any kind whatsoever shall be stored or permitted to remain outside of any dwelling or Declarant approved storage shed facility, except when in actual use. No garbage, refuse, rubbish or cutting shall be deposited on any street, road or Lot. No clothes line shall be permitted outside of any dwelling at any time. Produce or vegetable gardens may only be maintained in rear yards. All Lots shall be commercially hydroseeded or fully sodded, at the time of completion of the Improvements.

14. 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.

15. No fence shall be permitted to extend beyond the front line of a main residential structure. Unless other materials are specifically approved in writing by Declarant, fences shall only be composed of wood, PVC or wrought iron. No fence shall be of the chain link or wire types. No fences or walls shall exceed the height of four (4') feet in height if located in front of

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the center line of the main residential structure or six (6) feet if located behind the center line of the main residential structure. No fence shall be installed less than six (6") inches above the ground except for fencing material, approved by Declarant, in writing, which does not impede the natural flow of storm and other water drainage.

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

17. A public sidewalk shall be constructed of concrete four (4) feet wide by four (4) inches thick in front of each Lot and upon each street side of each corner Lot. The sidewalk shall be placed six (6) 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; provided, however, this provision shall vary to comply with any requirements of the City of Gretna,

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

19. Any exterior air conditioning condenser unit shall be placed in the rear yard or any side yards so as not to be visible from the public view. No grass, weeds or other vegetation will be grown or otherwise permitted to commence or continue, and no dangerous, diseased or otherwise objectionable shrubs or trees will be maintained on any Lot so as to constitute an actual or potential public nuisance, create a hazard or undesirable proliferation, or detract from a neat and trim appearance. 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.

20. No Residence shall be constructed on a Lot unless the entire Lot, as originally platted, is owned by one owner of such Lot, except if parts of two or more platted Lots have been combined into one Lot which is at least as wide as the narrowest Lot on the original plat, and is as large in area as the largest Lot in the original plat.

21. No structure of a temporary character, carport, trailer, tent, outbuilding or shack shall be erected upon or used on any Lot at any time, either temporarily or permanently. No structure or dwelling shall be moved from outside Amber Vista at Lincoln Place to any Lot without the written approval of Declarant.

22. Except for connection and access facilities, all utility service lines from each Lot line to a dwelling or other Improvement shall be underground.

23. No manufactured home, as that term is defined in Section 71-4603(1) of the Nebraska Revised Statutes, 1943, shall be permitted anywhere in Lincoln Place development.

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24. Each Owner, other than the Declarant, shall establish drainage areas on and abutting such Owner's Lot as provided in Article IV, Paragraph 3 and Exhibit "A," attached hereto and incorporated herein by this reference. No drainage area on any Lot established in conformity with the drainage plan by the Declarant's engineer shall be changed or impeded in any way. Declarant, its representatives and agents, including its engineer, shall not incur any liability for damage due to drainage on any Lot regardless of whether such drainage was established in conformance with Declarant's drainage plan.

ARTICLE II
INTENTIONALLY OMITTED

ARTICLE III.
HOMEOWNERS' ASSOCIATION

1. The Association. Declarant has caused the incorporation of Lincoln Place Homeowners Association, a Nebraska not for profit corporation (hereinafter referred to as the "Association"). The Association shall have as its purpose the promotion of the health, safety, recreation, welfare and enjoyment of the residents of the Lots, including:

A. The acquisition, construction, landscaping, improvement, equipment, maintenance, operation, repair, upkeep and replacement of Common Facilities for the general use, benefit and enjoyment of the Members. Common Facilities may include recreational facilities such as swimming pools, tennis courts, health facilities, playgrounds and parks; dedicated and nondedicated roads, paths, ways and green areas; and signs and entrances for the Lincoln Place development. Common Facilities may be situated on property owned or leased by the Association, on public property, on private property subject to an easement in favor of the Association, or on property dedicated to a Sanitary Improvement District.

B. The promulgation, enactment, amendment and enforcement of rules and regulations relating to the use and enjoyment of any Common Facilities, provided always that such rules are uniformly applicable to all Members. The rules and regulations may permit or restrict use of the Common Facilities to Members, their families, their guests, and/or by other persons, who may be required to pay a fee or other charge in connection with the use or enjoyment of the Common Facility.

C. The exercise, promotion, enhancement and protection of the privileges and interests of the residents of the Lincoln Place development; and the protection and maintenance of the residential character of the Lincoln Place development.

2. Membership and Voting. Lincoln Place was initially divided into one hundred and three (103) separate single-family residential lots, and additional single-family residential lots such as those within Lincoln Place Third Platting and Lincoln Place Phase II Replat I a/k/a Amber Vista at Lincoln Place (all such lots and other phases collectively referred to as the "Lots"). The "Owner" of each Lot shall be a Member of this Association. The Association shall include further phases of Lincoln Place as may be developed by the Declarant. For purposes of

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this Declaration, the term "Owner" of a Lot means and refers to the record owner, whether one or more persons or entities, of fee simple title to a Lot, but excluding however those parties having any interest in any of such Lot merely as security for the performance of an obligation (such as a contract seller, the trustee or beneficiary of a deed of trust, or a mortgagee). The purchaser of a Lot under a land contract or similar instrument shall be considered to be the "Owner" of the Lot for purposes of this Declaration. Membership shall be appurtenant to ownership of each Lot, and may not be separated from ownership of each Lot. Except for Lots owned by the Declarant, the owner of each Lot, whether one or more entities, shall be entitled to one (1) vote for each Lot owned on each matter properly coming, before the Members of the Association. The Declarant shall have five (5) votes for each lot owned.

3. Additional Lots. Declarant reserves the right, without consent or approval of any owner or Member, to expand the property to which this Declaration is applicable to include additional residential lots in any subdivision which is contiguous to any of the Lots. Such expansion may be affected from time to time by the Declarant by recordation with the Register of Deeds of Sarpy County, Nebraska, of an Amendment to Declaration, executed and acknowledged by Declarant, setting forth the identity of the additional residential lots which shall become subject to this Declaration. In addition, the Amendment to Declaration may declare that all or any part of the additional residential lots which shall become subject to the Declaration shall be Boundary Lots as that term is defined in Article II herein and such additional Boundary Lots shall be subject to all restrictions and obligations on Boundary Lots set forth herein. Upon the filing of any Amendment to Declaration which expands the property subject to this Declaration, the additional residential lots identified in the Amendment shall be considered to be and shall be included in the "Lots" for all purposes under this Declaration, except that such additional Lots may, at the Declarant's option, be subject to a separate Declaration of Covenants, Conditions, Restrictions and Easements and in the event of any inconsistencies between the original Declaration and any separate Declaration, the separate Declaration shall control as to such additional Lots that it encumbers, except as to Article III, in which case the original Declaration, as amended shall control. The Owners of the additional residential lots shall be Members of the Lincoln Place Homeowners Association with all rights, privileges and obligations accorded or accruing to Members of the Association.

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

A. The acquisition, development, maintenance, repair, replacement, operation and administration of Common Facilities, and the enforcement of the rules and regulations relating to the Common Facilities.

B. The landscaping, mowing, watering, repair and replacement of parks, medians and islands in cul-de-sacs, outlets and other public property and improvements on parks or public property within or near Lincoln Place.

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C. The fixing, levying, collecting, abatement, and enforcement of all charges, dues, or assessments made pursuant to the terms of this Declaration.

D. The expenditure, commitment and payment of Association funds to accomplish the purposes of the Association including, but not limited to, payment for purchase of insurance covering any Common Facility against property damage and casualty, and purchase of liability insurance coverages for the Association, the Board of Directors of the Association and the Members.

E. The exercise of all of the powers and privileges, and the performance of all of the duties and obligations of the Association as set forth in this Declaration, as the same may be amended from time to time.

F. The acquisition by purchase or otherwise, holding, or disposition of any right, title or interest in real or personal property, wherever located, in connection with the affairs of the Association.

G. The deposit, investment and reinvestment of Association funds in bank accounts, securities, money market funds or accounts, mutual funds, pooled funds, certificates of deposit or the like.

H. The employment of professionals and consultants to advise and assist the Officers and Board of Directors of the Association in the performance of their duties and responsibilities for the Association.

I. General administration and management of the Association, and execution of such documents and doing and performance of such acts as may be necessary or appropriate to accomplish such administration or management.

J. The doing and performing of such acts, and the execution of such instruments and documents, as may be necessary or appropriate to accomplish the purposes of the Association.

5. Mandatory Duties of Association. The Association shall maintain and repair any entrance monuments, and signs which have been installed by Declarant in generally good and neat condition.

6. Imposition of Dues and Assessments. The Association may fix, levy and charge the Owner of each Lot with dues and assessments (herein referred to respectively as "dues and assessments") under the following provisions of this Declaration. Except as otherwise specifically provided, the dues and assessments shall be fixed by the Board of Directors of the Association and shall be payable at the times and in the manner prescribed by the Board.

7. Abatement of Dues and Assessments. Notwithstanding any other provision of this Declaration, the Board of Directors may abate all or part of the dues and assessments in respect

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of any Lot, and shall abate all dues and assessments due in respect of any Lot during the period such Lot is owned by the Declarant. Lots owned by the Declarant shall not be subject to imposition of dues, assessments or Association liens.

8. Liens and Personal Obligations for Dues and Assessments. The assessments and dues, together with interest thereon, costs and reasonable attorneys' fees, shall be the personal obligation of the Owner of each Lot at the time when the dues or assessments must become due and payable. The dues and assessments, together with interest thereon, costs and reasonable attorneys' fees, shall also be a charge and continuing lien upon the Lot in respect of which the dues and assessments are charged. The personal obligation for delinquent assessments shall not pass to the successor in title to the Owner at the time the dues and assessments become delinquent unless such dues and assessments are expressly assumed by the successors, but all successors shall take title subject to the lien for such dues and assessments, and shall be bound to inquire of the Association as to the amount of any unpaid assessments or dues.

9. Purpose of Dues. The dues collected by the Association may be committed and expended to accomplish the purposes of the Association described in Paragraph 1 of this Article, and to perform the Powers and Responsibilities of the Association described in Paragraphs 3 and 4 of this Article.

10. Annual Dues. The Board of Directors may establish annual dues in such amount as deemed necessary to carry out the purposes and responsibilities of the Association.

11. Assessments for Extraordinary Costs. In addition to the dues, the Board of Directors may levy an assessment or assessments for the purpose of defraying, in whole or in part, the costs of any acquisition, construction, reconstruction, repair, painting, maintenance, improvement, or replacement of any Common Facility, including fixtures and personal property related thereto, and related facilities. The aggregate assessments in each calendar year shall be limited in amount to Two Hundred Dollars (\$200.00) per Lot.

12. Uniform Rate of Assessment. Assessments and dues shall be fixed at a uniform rate as to all Lots, but dues may be abated as to individual Lots, as provided in Paragraph 7 above.

13. Certificate as to Dues and Assessments. The Association shall, upon written request and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the dues and assessments on a specified Lot have been paid to the date of request, the amount of any delinquent sums, and the due date and amount of the next succeeding dues, assessment or installment thereof. The dues and assessments shall be and become a lien as of the date such amounts first become due and payable.

14. Effect of Nonpayment of Assessments-Remedies of the Association. Any installment of dues or assessment which is not paid when due shall be delinquent. Delinquent dues and assessment shall bear interest from the due date at the rate of Fifteen percent (15%) per annum or the maximum rate of interest allowed by law, whichever is less, compounded annually. The Association may bring an action at law against the Owner personally obligated to pay the

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same, or foreclose the lien against the Lot or Lots, and pursue any other legal or equitable remedy. The Association shall be entitled to recover as a part of the action and shall be indemnified against the interest, costs and reasonable attorneys' fees incurred by the Association with respect to such action. No Owner may waive or otherwise escape liability for the charge and lien provided for herein by nonuse of the Common Area or abandonment of his Lot. The mortgagee of any Lot shall have the right to cure any delinquency of an Owner by payment of all sums due, together with interest, costs and fees. The Association shall assign to such mortgagee all of its rights with respect to such lien and right of foreclosure and such mortgagee may thereupon be subrogated to any rights of the Association.

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

ARTICLE IV.
EASEMENTS

1. A perpetual license and easement is hereby reserved in favor of and granted to Omaha Public Power District, U.S. West, and any company which has been granted a franchise to provide a cable television system within the Lots, People's Natural Gas, the City of Gretna and Sanitary and Improvement District No. 202 of Sarpy County, Nebraska, their successors and assigns, to erect and operate, maintain, repair and renew buried or underground sewers, water and gas mains and cables, lines or conduits and other electric and telephone utility facilities for the carrying and transmission of electric current for light, heat and power and for all telephone and telegraph and message service and for the transmission of signals and sounds of all kinds including signals provided by a cable television system and the reception on, over, through, under and across a five (5) foot wide strip of land abutting the front and the side boundary lines of the Lots; an eight (8) foot wide strip of land abutting the rear boundary lines of all interior Lots and all exterior Lots that are adjacent to presently platted and recorded Lots; and a sixteen (16) foot wide strip of land abutting the rear boundary lines of all exterior Lots that are not adjacent to presently platted and recorded Lots. The term exterior Lots is herein defined as those Lots forming the outer perimeter of the Lots. The sixteen (16) foot wide easement will be reduced to an eight (8) foot wide strip when such adjacent land is surveyed, platted and recorded.

2. A perpetual easement is further reserved for People's Natural Gas, their successors and assigns to erect, install, operate, maintain, repair and renew pipelines, hydrants and other related facilities, and to extend thereon pipes, hydrants and other related facilities and to extend therein pipes for the transmission of gas and water on, through, under and across a five (5) foot wide strip of land abutting all cul-de-sac streets; this license being granted for the use and benefit of all present and future owners of these Lots; provided, however, that such licenses and easements are granted upon the specific conditions that if any of such utility companies fail to construct such facilities along any of such Lot lines within thirty-six (36) months of date hereof, or if any such facilities are constructed but are thereafter removed without replacement within sixty (60) days after their removal, then such easement shall automatically terminate and become void as to such unused or abandoned easementways. No permanent buildings, trees,

retaining walls or loose rock walls shall be placed in the easementways but same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the aforementioned uses or rights granted herein.

3. A perpetual drainage easement is hereby reserved along a five (5') foot wide strip of land abutting all lot lines in favor of the immediately adjoining Lots and any and all upstream and downstream Lots. The owner of each Lot upon commencement of construction for Improvements on such Lot shall create drainage swales and other measures along the easement on such owner's Lot and along adjoining Lots in the easementways created hereby in accordance with the drainage plan developed by the Declarant's engineer, such plan being attached hereto as Exhibit "A" and incorporated herein by this reference.

4. A perpetual sign and landscape easement is hereby reserved in favor of the Lincoln Place Homeowners Association over and across a fifteen (15') foot by fifteen (15') foot area immediately abutting the intersection of the north and west property lines of Lot 1, Lincoln Place Phase II Replat I and a fifteen (15') foot by fifteen (15') foot area immediately abutting the intersection of the north and east property lines of Lot 35, Lincoln Place Phase II Replat I for the purpose of constructing, installing, repairing, replacing and maintaining entry signs and landscaping with such easement areas.

5. Other easements are provided for in the final plat of Lincoln Place Third Platting which is or will be filed in the Register of Deeds of Sarpy County, Nebraska.

ARTICLE V. GENERAL PROVISIONS

1. Except for the authority and powers specifically granted to the Declarant, the Declarant or any owner of a Lot named herein shall have the right to enforce by a proceeding at law or in equity, all reservations, restrictions, conditions and covenants now or hereinafter imposed by the provisions of this Declaration either to prevent or restrain any violation or to recover all loss or damages arising out of such violation. Failure by the Declarant or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

2. The covenants and restrictions of this Declaration shall run with and bind the land in perpetuity. This Declaration may be amended by Declarant, or any person, firm, corporation, partnership, or entity designated in writing by Declarant, in any manner which it may determine in its full and absolute discretion for a period of twenty (20) years from the date hereof. Thereafter, this Declaration may be amended by an instrument signed by the owner of not less than seventy-five percent (75%) of the Lots covered by this Declaration. Provided, however, that the provisions of Article 1, Paragraph 23 shall not be amended or changed by Declarant, any person, corporation, partnership or entity designated in writing by Declarant, or seventy-five percent (75%) of the owners of the Lots.

3. By written consent of the Declarant, any or all of the covenants, conditions, restrictions, and easements as they apply to the Lots may be waived, modified, or amended for

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any Lot or Lots, in any manner, for such a time period, and on such conditions, if any, which the Declarant may determine in its full and absolute discretion after considering the benefits and detriments which the waiver modification or amendment will have on the Lincoln Place subdivision and the Owner requesting the waiver. Declarant's decision on any requested waiver, modification or amendment shall be final and there shall be no right of appeal of Declarant's decision. No responsibility, liability or obligation shall be assumed by or imposed upon Declarant by virtue of the authority granted to Declarant in this Paragraph, or as a result of any act or failure to act by Declarant with respect to any requested waiver, modification, or amendment.

4. Declarant, or its successors or assigns, may terminate its status as Declarant under this Declaration, at any time, by filing a Notice of Termination of Status as Declarant. Upon such filing, Association may appoint itself or another entity, association or individual to serve as Declarant, and such appointee shall thereafter serve as Declarant with the same authority and powers as the original Declarant.

5. Invalidation of any covenant by judgment or court order shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has caused these presents to be executed this 16th day of May 2003.

LINCOLN DEVELOPMENT, L.L.C., a Nebraska limited liability company, "Declarant"

By: Barbara Udes Shaw
Barbara Udes Shaw, Manager

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was signed before me this 16th day of May 2003, by Barbara Udes Shaw, Manager of Lincoln Development, L.L.C., a Nebraska limited liability company, to me known to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed as Manager of said limited liability company.

Jana L. McDonald
Notary Public

