

97-24453

FILED SAKPY CO. NE.
INSTRUMENT NUMBER
97-024453
97 OCT 30 PM 1:24
REGISTER OF DEEDS

Counter: 210
Verify: AB
D.E.: W
Proof: W
Fee: 1.50
Ck
Cash
Charge

UNIFORM COMMERCIAL CODE
FINANCING STATEMENT

<p>1. Debtor(s) (Last Name First) and address(es)</p> <p>Lincoln Development, L.L.C. 9300 Underwood Avenue, Suite 270 Omaha, Nebraska 68114</p> <p>EIN:</p>	<p>2. Secured Party(ies) and address(es)</p> <p>BHD, L.L.C. 9300 Underwood Avenue, Suite 270 Omaha, Nebraska 68114 EIN: 91-1785398</p> <p>New Millennium III, L.L.C. 12020 Shamrock Plaza Omaha, Nebraska 68114 EIN:</p> <p>McCune Development, L.L.C. 19411 Schram Road Gretna, Nebraska 68028 EIN:</p>	<p>4. For Filing Officer: Time, Date, No., Filing Office</p> <p>6. <input checked="" type="checkbox"/> To be Recorded in Real Estate Mortgage Records</p>
<p>5. The Financing Statement Covers the Following Types (or Items) of Property:</p> <p>See Exhibit "A" attached hereto and incorporated herein by this reference.</p> <p><input type="checkbox"/> Proceeds <input type="checkbox"/> Products of the Collateral are also covered.</p>		
<p>7. Description of the Real Estate:</p> <p>See Exhibit "B" attached hereto and incorporated herein by this reference.</p>	<p>8. Name(s) of Record Owners:</p>	
<p>10. This statement is filed without the debtor's signature to perfect a security interest in collateral</p> <p><input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state, or</p> <p><input type="checkbox"/> which is proceeds of the following described original collateral which was perfect:</p>	<p>9. Assignee of Secured Party</p>	
<p>By: Lincoln Development, L.L.C., Debtor</p> <p>By: BHD, L.L.C., Member</p> <p>By: <u>Maurice M. Cedus</u> Manager</p> <p>By: NEW MILLENNIUM III, L.L.C., Member</p> <p>By: <u>[Signature]</u> Member</p> <p>By: <u>Robert L. Green</u> Member</p> <p>By: MCCUNE DEVELOPMENT, L.L.C., Member</p> <p>By: <u>[Signature]</u> Member</p>	<p>By: BHD, L.L.C., Secured Party</p> <p>By: <u>Maurice M. Cedus</u> Manager</p> <p>By: NEW MILLENNIUM III, L.L.C., Secured Party</p> <p>By: <u>[Signature]</u> Member</p> <p>By: <u>Robert L. Green</u> Member</p> <p>By: MCCUNE DEVELOPMENT, L.L.C., Secured Party</p> <p>By: <u>[Signature]</u> Member</p>	

024453

97-24453A

Exhibit "A"

LEGAL DESCRIPTION

PARCEL A:

THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 14 NORTH, RANGE 10 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA EXCEPT LOT 1, TRUETSON SUBDIVISION AND EXCEPT A TRACT OF LAND LYING IMMEDIATELY WEST OF TRUETSON SUBDIVISION, LOCATED IN THE EAST 1/2 OF THE SOUTHWEST QUARTER OF SECTION 25, THENCE NORTH 90°00'00" EAST, (ASSUMED BEARING), ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER, 1902.84 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 01°14'57" EAST, 384.87 FEET; THENCE SOUTH 89°36'20" WEST, 20.01 FEET; THENCE SOUTH 1°14'57" WEST, 384.73 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHWEST QUARTER; THENCE NORTH 90°00'00" EAST ALONG SAID SOUTH LINE, 20.00 FEET TO THE POINT OF BEGINNING.

PARCEL B:

THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 14 NORTH, RANGE 10 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA EXCEPT A TRACT OF GROUND MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 25, WHICH IS 330 FEET NORTH OF THE SOUTHWEST CORNER OF SECTION 25; THENCE NORTHERLY ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 25, A DISTANCE OF 330 FEET; THENCE EASTERLY 660 FEET; THENCE SOUTHERLY 330 FEET; THENCE WESTERLY 660 FEET TO THE POINT OF BEGINNING, AND ALSO EXCEPT A TRACT OF GROUND MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WEST LINE OF SAID SOUTHWEST QUARTER WHICH POINT IS 660 FEET NORTH OF THE SAID SOUTHWEST CORNER OF SECTION 25; THENCE NORTHERLY ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER OF SECTION 25, A DISTANCE OF 66 FEET, THENCE EASTERLY 660 FEET; THENCE SOUTHERLY 66 FEET; THENCE WESTERLY ON THE NORTHERLY LINE OF THE ABOVE DESCRIBED TRACT, A DISTANCE OF 660 FEET TO THE POINT OF BEGINNING.

PARCEL C

THE NORTH 30 ACRES OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 14 NORTH, RANGE 10 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA.

PARCEL A AND B BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A TRACT OF LAND BEING A PART OF THE SW 1/4 OF SECTION 25, TOWNSHIP 14 NORTH, RANGE 10 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SW CORNER OF SAID SECTION 25; THENCE N00°18'51"W ALONG THE WEST LINE OF THE SW 1/4 OF SAID SECTION 25, 329.98 FEET; THENCE N89°38'32"E, 659.80 FEET; THENCE N00°16'43"W, 396.54 FEET; THENCE S89°40'53"W, 660.04 FEET TO THE WEST LINE OF THE SW 1/4 OF SAID SECTION 25; THENCE N00°18'51"W ALONG SAID WEST LINE, 1915.14 FEET TO THE WEST 1/4 CORNER OF SAID SECTION 25; THENCE N89°30'35"E ALONG THE NORTH LINE OF THE SW 1/4 OF SAID SECTION 25, 2647.86 FEET TO THE CENTER OF SAID SECTION 25; THENCE S00°07'30"E ALONG THE EAST LINE OF THE SW 1/4 OF SAID SECTION 25, 2536.67 FEET TO THE NORTHWESTERLY RIGHT OF WAY LINE OF THE BURLINGTON NORTHERN RAILROAD TRACKS, SAID POINT ALSO BEING THE BEGINNING OF A CURVE TO THE LEFT; THENCE ALONG SAID CURVE, HAVING A RADIUS OF 4734.43 FEET, A LENGTH OF 211.58 FEET AND BEARING S57°49'18"W, 211.58 FEET TO THE SOUTH LINE OF THE SW 1/4 OF SAID SECTION 25; THENCE N90°00'00"W ALONG SAID SOUTH LINE, 226.22 FEET; THENCE N00°23'34"E, 386.90 FEET TO THE NORTHEAST CORNER OF LOT 1, OF TRUETSON SUBDIVISION, A PLATTED AND RECORDED SUBDIVISION IN SARPY COUNTY; THENCE S89°37'33"W ALONG THE NORTH LINE AND ITS CONTINUATION THEREOF OF SAID LOT 1, 343.08 FEET; THENCE S01°15'22"W, 384.73 FEET TO THE SOUTH LINE OF THE SW 1/4 OF SAID SECTION 25; THENCE N90°00'00"W ALONG SAID SOUTH LINE, 1882.79 FEET TO THE POINT OF BEGINNING AND CONTAINING 151.185 ACRES, MORE OR LESS.

PARCEL C BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A TRACT OF LAND BEING A PART OF THE NW 1/4, NW 1/4 OF SECTION 36, TOWNSHIP 14 NORTH, RANGE 10 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NW CORNER OF SAID SECTION 36; THENCE S90°00'00"E ALONG THE SOUTH LINE OF THE SW 1/4 OF SAID SECTION 25, 1319.57 FEET TO EAST LINE OF THE NW 1/4, NW 1/4 OF SAID SECTION 36; THENCE S00°07'46"W ALONG SAID EAST LINE, 992.44 FEET; THENCE S89°58'02"W, 1320.15 FEET TO THE WEST LINE OF THE NW 1/4 OF SAID SECTION 36; THENCE N00°09'47"E ALONG SAID WEST LINE, 993.20 FEET TO THE POINT OF BEGINNING AND CONTAINING 30.082 ACRES, MORE OR LESS.

THE ABOVE PROPERTY DESCRIBED BY METES AND BOUNDS IS THE SAME PROPERTY DESCRIBED AS PARCEL A, B, AND C.

FILED SARPY CO. NE.
INSTRUMENT NUMBER
2000 21304
2000 AU 25 PM 1:42

Counter SA
Verify [Signature]
D.E. [Signature]
Proof S
Fee \$ 48.50
Ck Cash Chg

[Signature] **DECLARATION 9370**
OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
REGISTERED DEEDS
OF LINCOLN PLACE, A SUBDIVISION
IN SARPY COUNTY, NEBRASKA

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 104 through 110, inclusive, in Lincoln Place, Second Platting, a subdivision in Sarpy County, Nebraska.

Such lots are herein referred to collectively as the "Lots" and individually as each "Lot."

The Declarant desires to subjecting the Lots to the conditions, covenants, restrictions, and reservations hereinafter set forth to insure the proper use and appropriate development and improvement of the Property. The Declarant also desires to provide for the preservation of the values and amenities of Lincoln Place, for the maintenance of the character and integrity of Lincoln Place, and for the acquisition, construction and maintenance of Common Facilities for the use and enjoyment of the patrons of 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 Lincoln Place, as well as any and all other facilities acquired, constructed, improved, maintained, operated, repaired, or replaced by the Business Owner's Association for the general use, benefit and enjoyment of the members of the Business Owner'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 patrons 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:

FILED SARPY CO. NE.
INSTRUMENT NUMBER
2000 21304
2000 AU 25 PM 1:42

Counter SA
Verify [Signature]
D.E. [Signature]
Proof [Signature]
Fee \$ 48.50
Ck Cash Chg

[Signature] **DECLARATION 9370**
OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
REGISTERED OF RECORDS
OF LINCOLN PLACE, A SUBDIVISION
IN SARPY COUNTY, NEBRASKA

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 104 through 110, inclusive, in Lincoln Place, Second Platting, a subdivision in Sarpy County, Nebraska.

Such lots are herein referred to collectively as the "Lots" and individually as each "Lot."

The Declarant desires to subjecting the Lots to the conditions, covenants, restrictions, and reservations hereinafter set forth to insure the proper use and appropriate development and improvement of the Property. The Declarant also desires to provide for the preservation of the values and amenities of Lincoln Place, for the maintenance of the character and integrity of Lincoln Place, and for the acquisition, construction and maintenance of Common Facilities for the use and enjoyment of the patrons of 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 Lincoln Place, as well as any and all other facilities acquired, constructed, improved, maintained, operated, repaired, or replaced by the Business Owner's Association for the general use, benefit and enjoyment of the members of the Business Owner'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 patrons 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:

2000-21304A

ARTICLE I.
RESTRICTIONS AND COVENANTS

1. Lot 104 shall be used exclusively for multi-family purposes and Lots 105 through 110, inclusive, shall be used exclusively for commercial 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. All uses must conform to the Zoning Ordinances of the City of Gretna, Nebraska, as amended from time to time ("Zoning Regulations").
3. All Owners must use their property in a manner consistent with a first class development. No uses producing noise, objectionable conditions, trash, weeds, or activities which impair the use or value of other properties will be permitted.
4. Prior to any construction, Owner must install and maintain temporary silt fences around the perimeter of the lot at locations determined by Declarant. In addition, temporary ground cover as approved by Declarant shall be installed on the Lots and adjacent street rights-of-way prior to construction. Such silt fences and ground cover must be sufficient to present a neat and attractive appearance consistent with a first class development. Owners will be responsible for maintenance of the silt fences and also the ground cover, including mowing and trimming lawns and proper care of trees and shrubs. Maintenance of adjacent street rights of way and required building setback areas will be done at regular intervals consistent with permanent landscaping maintenance standards.

ARTICLE II.
DESIGN REGULATIONS AND PERFORMANCE STANDARDS

1. All structures will be designed and built so as to present a credible appearance on all sides consistent with that of a first class development.
2. No Owner shall keep or maintain anything or permit any condition to exist upon such Owner's property which materially impairs or materially interferes with the reasonable enjoyment by other Owners of their respective parcels.
3. The Owner of each building will make provision for adequate off-street parking to serve the premises. Such parking may be in the form of hard surface parking lots or parking structures. No on-street parking will be permitted.
4. All loading areas, docks, service areas, antennae and exterior mechanical equipment (including roof top equipment) must be screened when viewed from adjacent street rights-of way. Such screening will consist of permitted building materials and/or landscaping.
5. Immediately upon completion of any building construction, or at the next available planting season, the Owner will install and maintain permanent landscaping as approved by

2000-21304B

Declarant. Such landscaping will consist of plant materials, paving materials, trees, ground cover and other landscaping features consistent with the overall development theme of the Subdivision. All permanent landscaping will include automatic underground irrigation systems sufficient to support the living plant materials used.

6. An Owner may install a sign or signs identifying the building and/or the businesses occupying the building. Sign regulations for each Lot are established by the Zoning Regulations.

7. No outdoor advertising signs or bill boards, no walking or message signs (other than time, temperature, and other public service information) and no signs incorporating flashing, pulsating or rotating lights will be permitted.

8. Owners will install sufficient exterior lighting so as to properly illuminate drives, sidewalks, and parking areas. No exterior lighting shall be placed so as to be directed or reflected on adjoining lots in excess of those amounts provided for in the applicable Zoning and Building Regulations.

9. No Owner will permit trash or debris to accumulate on their property. All trash and debris must be placed in proper receptacles, emptied at regular intervals and screened from view from adjacent public rights-of-way.

10. All utilities and transmission lines of any type must be installed underground.

ARTICLE III.
BUSINESS OWNERS ASSOCIATION.

1. There shall be formed a Lincoln Place Business Owners Association ("Association") for the purposes of accepting the dedication of use easements on other Lots for the general benefit of all Owners and for improving and maintaining such areas. The Association shall be formed prior to the sale of any of the lots subject to these covenants except Lot 104. Prior to the formation of the Association, Declarant shall be considered the Association for purposes contained herein and shall have the same power and authority granted to the Association.

2. The Owner of each initial Lot created except for Lot 104, shall be a member of the Association. Such membership will automatically transfer on the sale or other conveyance of any of the initial Lots. Upon further subdividing of the property and/or any partial conveyance of an initial Lot, the Owner (Grantor) shall allocate its membership and voting rights to the various parcels created by such subdividing or conveyance by written notice to the Association.

A. Initial voting rights will be in proportion to the size of the Lots determined at the time of final platting.

B. Except as otherwise provided, actions of the Association will require a simple majority of the votes.

2000-21304C

C. The Association will carry sufficient amounts of property damage, liability, and other forms of insurance for the benefit of protecting itself and its members.

D. If the Owner of any Lot fails to maintain the Lot in accordance with this declaration, then the Association may enter onto the property and perform such maintenance at the Owner's expense after reasonable notice to that Owner.

E. The Association may incur reasonable expenses in the course of conducting its business.

F. The Association shall, from time to time, assess its members to pay for the cost of its operations. All costs incurred as a result of actions taken in accordance with item Article III, Section 2, Paragraph D, shall be assessed directly to that Owner. All common area improvement costs, regular operating expenses, and other expenses of the Association shall be assessed to the Property Owners in accordance with prorata shares determined at the time of final platting. Upon the further subdividing and/or partial conveyance of any portion of any initial Lot, that initial Lot's share shall be reallocated on a pro-rata acreage basis to the new Lots then created

G. Past due assessments will be charged interest at the rate of First National Bank of Omaha's Regional Prime Interest Rate plus 4% and late charges not to exceed 10% as determined by the Board.

H. The Association may suspend the voting rights of any Owner owing past due assessments or charges.

I. The Association may place and foreclose a lien on any of the Lots for past due assessments, interest, late charges and reasonable attorney's fees.

J. The Association may grant easements to the general public over, under or through those properties owned by it or controlled by it through easements.

K. The Association may enter into agreements with other organizations or governmental subdivisions regarding the installation, operation and maintenance of those facilities and improvements located on property owned by it or controlled by it.

L. The Association may create reasonable rules and regulations regarding the use of the Outlots or other property controlled by it.

3. The Association will establish a Commercial Property Architectural Control Committee ("ACC") which shall exercise jurisdiction for the Lots subject to these Covenants including Lot 104. Each Owner or group of Owners will designate in writing their respective representatives to the committee. In the event the Association is not established, Declarant shall act as the ACC and shall have the same obligations, powers and authority granted to it herein.

A. No Owner of any Lot shall permit site preparation, grading, landscaping, or construction of any type (other than interior building completion or renovation) or the installation of any improvement or sign without first submitting plans for such work to the ACC and receiving prior written approval.

B. In addition to the Design Regulations and Performance Standards contained in Article 3, hereof, the Committee, from time to time, may establish additional or supplemental criteria or more restrictive standards regulating development of its respective Lots.

C. The Committee shall establish reasonable procedures and requirements for the submission of plans and specifications for its consideration. The Committee shall establish reasonable periods for its consideration and response to plans submitted for its approval.

D. The Committee may retain the services of outside experts to assist in establishing building and landscaping standards and in its review of plans and specification.

E. The Committee may charge reasonable fees for its review of plans and specifications.

F. Approval of properly submitted plans and specifications by the Committee requires the affirmative vote of a majority of its representatives.

G. The Committee may grant reasonable exceptions to the Design Regulations and Performance Standards during periods of building construction or reconstruction.

H. The Committee may grant waivers to the Design Regulations and Performance Standards for its respective Lots upon the unanimous vote of its representatives.

ARTICLE IV.
MAINTENANCE.

1. Each Owner shall be solely responsible at its expense for the construction, repair, maintenance, operation, insuring, replacement and restoration of any building located on that Owner's Lot.

2. Each Owner shall maintain its Lot in good and clean condition and repair, such maintenance to include but not be limited to the following:

A. Maintaining the surface of roadways, parking areas and sidewalks in a level, smooth and evenly covered condition with the type of surface material originally installed or substitute as shall in all respects be equal to or superior in quality, use and durability.

2000-21304E

B. Removing all snow, paper, debris, filth and refuse and thoroughly sweeping the area to the extent necessary to keep the area in a clean and orderly condition.

C. Placing, keeping in repair and replacing any necessary or appropriate directional signs, markers or lines.

D. Repairing or replacing when necessary such artificial lighting facilities as shall be reasonably required.

E. Maintaining all landscaped areas and making replacement of shrubs and other landscaping material as is necessary.

F. Maintaining the exterior of all buildings in good condition consistent with the overall quality of the property in the Subdivision. Such requirement includes the restoration of any buildings damaged by fire, flood, storm or other hazard, within a reasonable period of time.

ARTICLE V.
MISCELLANEOUS.

1. 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 with the Sarpy County Register of Deeds. Upon such filing, Declarant shall appoint the Association to serve as Declarant, and such appointee shall thereafter serve as Declarant with the same authority and powers as the original Declarant.

2. This Declaration is intended to be a master covenant to establish general guidelines and an overall framework for development of the Property. In the event additional development occurs, including the further subdividing of the initial Lots of the preliminary plat, subsequent Owners or groups of Owners may wish to add further detail and clarification to this Declaration in the form of additional covenants or amendments to this Declaration.

3. Such additional covenants or amendments to these covenants are permitted. In no event shall any subsequent declaration or amendment abridge the intent and purposes of these covenants, unless such amendment is enacted in accordance with these covenants.

4. Each Owner shall indemnify and hold all other Owners harmless from any and all liability, damage or expense in connection with any cause of action, lawsuit, claim or judgement arising from personal injury, death or property damage arising out of the use of the Parcel owned by such Owner, unless caused by the negligence or intentional act of such other Owner or its employees, agents or invitees.

5. In the event that any buildings on the Property shall be damaged or destroyed (partially or totally) by fire, the elements or any other casualty, the Owner of such building shall, at its expense, within a reasonable time after such destruction, and with due diligence repair, rebuild

2000-21304F

and restore the same as nearly as practical to the condition existing just prior to such damage or destruction, or, alternatively, if such building is totally destroyed, the Owner of such building shall be required to clear, clean and raze the damaged building and either landscape or pave the damaged area. The Owner of such damaged or destroyed building shall have the right to make reasonable alterations as part of the reconstruction.

6. If an Owner defaults in any of its obligations or covenants hereunder, any other Owner or any mortgagee holding a first lien against any of the Parcels in the Premises (a "First Mortgagee") shall be entitled to enforce this Declaration by all remedies available at law or in equity, including, but not limited to, seeking an injunction and maintaining an action for damages.

7. These covenants can only be amended by LINCOLN DEVELOPMENT, L.L.C., a Nebraska limited liability company, until such time as Notice of Termination of Status of Declarant is filed with the Sarpy County Register of Deeds as set forth in Article V, Paragraph I herein. Upon the filing of the Notice of Termination of Status of Declarant, the Association may amend the Covenants upon a two-thirds (2/3) affirmative vote of the Members of the Association.

8. Any member in good standing of the Association may bring an action to enforce any provision of these covenants. If an Owner defaults in any of its obligations or covenants hereunder, any other Owner or any mortgagee holding a first lien against any of the Parcels in the Premises (a "First Mortgagee") shall be entitled to enforce this declaration by all remedies available at law or in equity, including, but not limited to, seeking an injunction and maintaining an action for damages.

9. This Declaration shall run with the legal and equitable title to the Parcels for an initial period of twenty (20) years and shall automatically extend for successive ten (10) year period.

10. Nothing contained in this Declaration shall be deemed to create a gift of all or any portion of the Premises to the general public or as a dedication for public use or public purpose, it being the intention of each Owner that this Declaration shall be for the exclusive benefit of the Property, or any portion thereof, the Owner and its mortgagees; provided, however, that dedication shall be made by an Owner for any public rights of way, utilities or other public improvements deemed necessary by the City of Gretna to serve the Property as contemplated by the Subdivision Agreement.

11. The failure of the Owner or First Mortgagee of any Owner to enforce the covenants, conditions, and restrictions of this Declaration for any period of time or at any time shall not be construed or deemed to be a waiver of any such covenants, conditions or restrictions, and nothing herein contained, or anything done (except an express written waiver signed by the party against whom enforcement of the waiver is sought) or admitted to be done by the Owner or First Mortgagee pursuant to this Declaration or the laws of the state where the Premises are located, shall be construed or deemed to constitute a waiver, and such Owner or First Mortgagee shall have the right at any time or times thereafter to insist upon strict performance by the other Owner obligated hereunder. An enforcement of any right or remedy hereunder by the Owner, either prior to,

2000-21304G

simultaneously with or subsequent to any other action taken hereunder, shall not be deemed an election of remedies.

12. All notices required or permitted to be delivered under this Declaration shall be made in writing and delivered to an Owner at the official notice address or addresses established by that Owner. The present address of Declarant for receipt of notices is 1925 North 120th Street, Omaha, Nebraska 68154. Each Owner may, by notice to all other Owners, establish its official notice address or addresses and may, by subsequent notice, change same from time to time. If an Owner fails to establish an official notice address, its notice address shall be the address to which the real property tax bills for the Owner's Parcel are sent as listed in the county tax assessor's office. Notices shall be sent by United States mail or by nationally utilized overnight delivery service, postage prepaid and return receipt requested. Notices shall be deemed given on the date upon which delivery is received or refused, as the case may be, as indicated on the return receipt.

13. If any easement, covenant, condition or restriction contained herein, or application thereof to any entity, person or circumstance, is held to be invalid or void by a court of competent jurisdiction, such invalidity shall in no way affect the remainder of such easements, covenants, conditions, or restrictions to other entities, persons or circumstances.

14. In the event the covenants, conditions and restrictions contained in this Declaration address or fail to address issues also addressed by applicable laws, regulations or ordinances, the more restrictive shall apply.

15. The easements, covenants, conditions and restrictions contained in this Declaration shall be binding upon and inure to the benefit of each Owner and its heirs, executors, administrators, successors and assigns.

16. The headings used in this Declaration are for convenience and reference only and shall not be deemed to expand or limit the meaning of this Declaration.

17. 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 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.

RECORDER NOTE
Indexed in
Lincoln Place
First Platting

FILED SARPY CO. NE.
INSTRUMENT NUMBER
2000 11813
2000 MY 18 AM 11:19
Sharon J. Dowling
REGISTER OF DEEDS

Counter SA
Verify AK
D.E. AK
Proof 61.50
Fee \$ 61.50
Ck Cash Chg

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

THIS SECOND AMENDMENT is made to the Declaration of Covenants, Conditions, Restrictions and Easements of Lincoln Place, a subdivision in Douglas County, Nebraska, dated June 1, 1999, and recorded in Instrument Number 99-017671 in the Miscellaneous Records of the Register of Deeds of Sarpy County, Nebraska (the "Declaration") on June 4, 1999, amended by the First Amendment to the Declaration dated July 6, 1999, and recorded in Instrument Number 99-021633 in the Miscellaneous Records of the Register of Deeds of Sarpy County, Nebraska filed on July 8, 1999, 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 103, inclusive, in Lincoln Place, a subdivision in Sarpy County, Nebraska.

Such lots are herein referred to collectively as the "Lots" and individually as each "Lot."

NOW, THEREFORE, pursuant to the authority granted to the Declarant in Article V, Paragraph 2 of the Declaration, Declarant hereby amends and supplements the Declaration as follows:

1. Article I, Paragraph 15 is deleted in its entirety and replaced with the following Paragraph 15:

"15. No fence shall be permitted to extend beyond the front line of a main residential structure. In addition, no fence shall be permitted on Lots Two (2) through Twenty-Four (24), inclusive, Lots Thirty-Four (34) through Forty-Nine (49), inclusive, and Lots Fifty-Three (53) through Fifty-Six (56), inclusive, and Eighty-Three (83) through Ninety-Four (94). Unless other materials are specifically approved in writing by Declarant, permitted fences shall only be composed of wood or wrought iron. No fence shall be of the chain link or wire types. No fences or walls shall exceed the height of six (6) feet."

11813

2. Article I, Paragraph 17 is deleted in its entirety and replaced with the following Paragraph 17:

"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. For all lots except 83 through 103, inclusive, 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. For lots 83 through 103, inclusive, the sidewalk shall be placed four (4) 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."

3. The Declaration is in all other matters ratified and affirmed.

15th IN WITNESS WHEREOF, the Declarant has caused these presents to be executed this day of May, 2000.

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

By: Maurice M. Udes
Maurice M. Udes, Manager

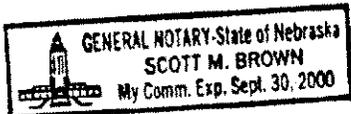
By: Kevin Irish
Kevin Irish, Manager

By: Paul M. Brown
Paul M. Brown, Manager

By: Paul McCune
Paul McCune, Manager

STATE OF NEBRASKA)
) ss:
COUNTY OF DOUGLAS)

The foregoing instrument was signed before me this 15th day of May, 2000, by Maurice M. Udes, Kevin Irish, Paul Brown, and Paul McCune, Managers 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 Managers of the limited liability company.



Scott M. Brown
Notary Public

FILED SARPY CO. NE.
INSTRUMENT NUMBER
2000 21303
2000 AU 25 PM 1:38

Glenn J. Dowling

Counter SA
Verify DJ
D.E. AS
Proof AS
Fee \$ 71.50
Ck Cash Chg
9370

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

THIS THIRD AMENDMENT is made to the Declaration of Covenants, Conditions, Restrictions and Easements of Lincoln Place, a subdivision in Douglas County, Nebraska, dated June 1, 1999, and recorded in 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 in 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 in Instrument Number 2000-11813 in the Miscellaneous Records of the Register of Deeds of Sarpy County, Nebraska, on May 18, 2000, (the "Declaration") 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 103, inclusive, in Lincoln Place, First Platting, a subdivision in Sarpy County, Nebraska.

Such lots are herein referred to collectively as the "Lots" and individually as each "Lot."

NOW, THEREFORE, pursuant to the authority granted to the Declarant in Article V, Paragraph 2 of the Declaration, Declarant hereby amends and supplements the Declaration as follows:

1. Article I, Paragraph 15 is deleted in its entirety and replaced with the following Paragraph 15:

"15. No fence shall be permitted to extend beyond the front line of a main residential structure. For Lots Two (2) through Twenty-Four (24), inclusive, Lots Thirty-Four (34) through Forty-Nine (49), inclusive, and Lots Fifty-Three (53) through Fifty-Six (56), inclusive, and Eighty-

2000-21303B

STATE OF NEBRASKA)
) ss:
COUNTY OF DOUGLAS)

The foregoing instrument was signed before me this 21st day of August, 2000, by Paul M. Brown, Manager of Lincoln Development, L.L.C., a Nebraska limited liability company, to me known to be the identical person named in and who executed the foregoing instrument and acknowledged that he executed the same as his voluntary act and deed as Manager of the limited liability company.

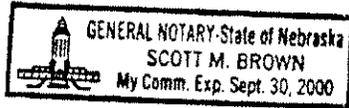


[Handwritten Signature]

Notary Public

STATE OF NEBRASKA)
) ss:
COUNTY OF DOUGLAS)

The foregoing instrument was signed before me this 22nd day of August, 2000, by Paul S. McCune, Manager of Lincoln Development, L.L.C., a Nebraska limited liability company, to me known to be the identical person named in and who executed the foregoing instrument and acknowledged that he executed the same as his voluntary act and deed as Manager of the limited liability company.



[Handwritten Signature]

Notary Public

Exhibit "A"

2000-21303C



AMERICAN FENCE

14803 FRONTIER ROAD • OMAHA, NE 68138
PHONE: (402) 896-6722
NAT'L. WATS 1-800-242-6040
FAX: (402) 896-9730

4' Picket Fence, over-scalloped with gothic posts

#1 Western Red Cedar rails & pickets. Treated post with 30 year warranty. All posts set in concrete.

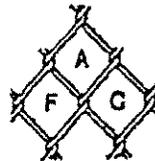
4" x 4" x 6' posts with gothic tops

1" x 4" x 4' Cedar pickets with 2 1/4" gap

2" x 4" Cedar rails

Approximately 8' bays

This fence should be within 2' of Property line.



ORNAMENTAL IRON, PVC
CHAIN LINK & CEDAR
ELEC. GATE OPENERS

www.americanfence.mitac.net
Email american@mitac.net

American Fence Company, Inc.

14803 FRONTIER ROAD • OMAHA, NE 68138

MIKE FAUVER
SALES

(402) 896-6722
(800) 242-6040
FAX 402-896-9730

FILED SARPY CO. NE
INSTRUMENT NUMBER
2000 34232

2000 DE 27 AM 10: 00

Shawn J. Lawling

GAURANT *da*
Verify *da*
D.E. *D*
Proof *S*
Fee \$ 61.50
Ck Cash Chg
9740

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

THIS FOURTH AMENDMENT is made to the Declaration of Covenants, Conditions, Restrictions and Easements of Lincoln Place, a subdivision in Douglas County, Nebraska, dated June 1, 1999, and recorded in 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 in 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 in 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 in Instrument Number 2000-21303 in the Miscellaneous Records of the Register of Deeds of Sarpy County, Nebraska, on August 25, 2000 (the "Declaration") 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 103, inclusive, in Lincoln Place, First Platting, a subdivision in Sarpy County, Nebraska.

Such lots are herein referred to collectively as the "Lots" and individually as each "Lot."

NOW, THEREFORE, pursuant to the authority granted to the Declarant in Article V, Paragraph 2 of the Declaration, Declarant hereby amends and supplements the Declaration as follows:

1. Article I, Paragraph 7 is deleted in its entirety and replaced with the following Paragraph 7:

99-17671

Recorder note:
Indexed in
Lincoln place first
platting

FILED SARPY CO. NE.
INSTRUMENT NUMBER
99-017671

93 JUN -16 PM 11:00

Lloyd J. Dowding
REGISTER OF DEEDS

Counter a
Verify m
D.E. S
Proof [Signature]
Fee \$ 116.50
Ck Cash Chg

*plus
25¢
stamp
copy*



**THIS PAGE ADDED
FOR RECORDING
INFORMATION.**

**DOCUMENT STARTS ON
NEXT PAGE.**

LLOYD J. DOWDING
SARPY COUNTY REGISTER OF DEEDS
1210 GOLDEN GATE DRIVE, #1109
PAPILLION, NE 68046-2895
402-593-5773

99-17671 A

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

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 103, inclusive, in Lincoln Place, a subdivision in Sarpy County, Nebraska.

Such lots are herein referred to collectively as the "Lots" and individually as each "Lot."

The Declarant desires to provide for the preservation of the values and amenities of Lincoln Place, for the maintenance of the character and residential integrity of Lincoln Place, and for the acquisition, construction and maintenance of Common Facilities for the use and enjoyment of the residents of 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 Lincoln Place, 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:

ARTICLE I.
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

017671

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, 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 as 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.

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. No storage sheds shall be permitted on Lots 1-82 inclusive. For Lots 83-103 inclusive, 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 wood similar in style and color to the Improvement, provided always that the construction plans, specifications and location of the proposed structure have been first approved by Declarant, or its assigns.

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 have a minimum front set back of twenty-five (25) feet, minimum rear set back of twenty-five (25) feet, minimum side set back of ten percent (10%) of the distance measured at the twenty-five foot setback, and a street side yard set back of fifteen (15) feet for those houses on corner lots.

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.

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

99-17671 D

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 hydro-seeded, as set forth in Exhibit "A", 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 or wrought iron. No fence shall be of the chain link or wire types. No fences or walls shall exceed the height of six (6) feet.

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 four (4) 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 approach 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 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 in Lincoln Place Subdivision.

ARTICLE II.
LANDSCAPE BUFFER AND BOUNDARY FENCE

1. Declarant may, in its sole discretion, construct a landscape buffer and/or boundary fence along the north sixteen (16) feet of Lots 33 and 34, the east sixteen (16) feet of Lots 48, 50, 59, 60, 61, the south sixteen (16) feet of Lots 1 and 82, the north sixteen (16) feet of Lots 83 and 103. (the "Landscape Buffer and Boundary Fence"). Each of such lots are collectively referred to as the "Boundary Lots."

2. Declarant hereby declares that the Boundary Lots are subject to a permanent and exclusive right and easement in favor of Declarant and the Lincoln Place Homeowners Association to maintain, repair and replace the Landscape Buffer. Without limitation of the rights and easements granted by this Declaration, the Declarant or Association may come upon any of the Boundary Lots for the purpose of constructing, installing, repairing, maintaining, removing and replacing the Landscape Buffer.

ARTICLE III.
HOMEOWNERS' ASSOCIATION

1. The Association. Declarant shall cause 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 Lincoln Place. 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 Lincoln Place; and the protection and maintenance of the residential character of Lincoln Place.

2. Membership and Voting. Lincoln Place is being initially divided into one hundred and three (103) separate single-family residential lots (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.

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.

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, and 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.

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 landscape buffer, 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 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 first 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, compounded annually. The Association may bring an action at law against the Owner personally obligated to pay the 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 easement is further reserved in favor of the Declarant and the Association, its successors and assigns, to create, install, repair, reconstruct, maintain, and renew a landscape buffer and related accessories located on, over and upon the Boundary Lots.

4. Other easements are provided for in the final plat of Lincoln Place which is filed in the Register of Deeds of Sarpy County, Nebraska (Book 99, Page 11358).

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 ten (10) 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 I, Paragraph 23 shall not be amended or changed by Declarant, any person, firm, 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 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,

FILED SARPY CO. NE. **99-021633**
 INSTRUMENT NUMBER
99-021633
 Counter DD
 Verify S
 D.E. M
 Proof _____
 Fee \$ 61.50
 Ck Cash Chg

RECORDER NOTE
INDEXED IN
LINCOLN PLACE
FIRST PLATTING

99 JUL -8 AM 10:30
Sharon J. Hawley

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

THIS FIRST AMENDMENT is made to the Declaration of Covenants, Conditions, Restrictions and Easements of Lincoln Place, a subdivision in Douglas County, Nebraska, dated June 1, 1999, and recorded in Instrument Number 99-017671 in the Miscellaneous Records of the Register of Deeds of Sarpy County, Nebraska (the "Declaration") on June 4, 1999, 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 103, inclusive, in Lincoln Place, a subdivision in Sarpy County, Nebraska.

Such lots are herein referred to collectively as the "Lots" and individually as each "Lot."

NOW, THEREFORE, pursuant to the authority granted to the Declarant in Article V, Paragraph 2 of the Declaration, Declarant hereby amends and supplements the Declaration as follows:

1. Article I, Paragraph 4 is deleted in its entirety and replaced with the following Paragraph 4:
 "4. No storage sheds shall be permitted on Lots 1-64 inclusive. For Lots 65-103 inclusive, 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 wood similar in style and color to the Improvement, provided always that the construction plans, specifications and location of the proposed structure have been first approved by Declarant, or its assigns."
2. Article I, Paragraph 15 is deleted in its entirety and replaced with the following Paragraph 15:

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