

DECLARATION
OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
OF LINDEN PARK, A SUBDIVISION
IN DOUGLAS COUNTY, NEBRASKA

THIS DECLARATION, made on the date hereinafter set forth, is made by PINE TREE DEVELOPMENT COMPANY, a Nebraska corporation, hereinafter referred to as the "Declarant".

PRELIMINARY STATEMENT

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

Lots 1 through 122, inclusive, in Linden Park, a Subdivision, as surveyed, platted and recorded in Douglas 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 Linden Park, for the maintenance of the character and residential integrity of Linden Park, and for the acquisition, construction and maintenance of Common Facilities for the use and enjoyment of the residents of Linden Park.

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 or assigns, for use in connection with a Common Facility, or as a church, school, park, or for other non-profit use.

2. For a period of fifteen years after the filing of this Declaration, no residence, building, fence, wall, driveway, patio, patio enclosure, swimming pool, basketball backboards, dog house, tree house, antenna, satellite receiving station or "discs", flag pole, solar heating or cooling device, tool shed, wind mill 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 relation to the type and exterior of improvements constructed, or approved for construction, on neighboring Lots

C. Written Notice of any refusal to approve 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 refusal is not mailed within such period, the proposed Improvement shall be deemed approved 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 Section, or as a result of any act or failure to act by Declarant with respect to any proposed Improvement.

3. 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.

4. The exposed front foundation wall as well as any foundation wall facing a street of all main residential structures must be constructed of or faced with brick or simulated brick or stone or stucco or other approved material. 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, asphalt or laid stone. All foundations shall be constructed of concrete, concrete blocks, brick or stone. Fireplace chimneys shall be covered with brick, 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 wood shingles.

5. 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"; nor shall the premises 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. Further, no business activities of any kind whatsoever shall be conducted on any 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.

6. No exterior television or radio antenna or disc of any sort shall be permitted on any Lot.

7. 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 operations, and then only in as neat and inconspicuous a manner as possible.

8. 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. No motor vehicle may be parked or stored outside on any Lot, except vehicles driven on a regular basis by the occupants of the dwelling located on such Lot. No grading or excavating equipment, tractors or semitractors/trailers shall be stored, parked, kept or maintained in any yards, driveways or streets. However, this section 8 shall not apply to trucks, tractors or commercial vehicles which are necessary for the construction of residential dwellings during their period of construction. All

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10. 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.

11. No fence shall be permitted to extend beyond the front line of a main residential structure unless written approval is first obtained from Declarant. No hedges or mass planted shrubs shall be permitted more than ten (10) feet in front of the front building line. No fences or walls shall exceed a height of six (6) feet. All produce or vegetable gardens shall be maintained only in rear yards.

12. No swimming pool shall be permitted which extends more than one foot above ground level.

13. 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 contour of any Lot.

14. A public sidewalk shall be constructed of concrete four (4) feet wide by four (4) inches thick in front of each built upon Lot and upon the street side of each built upon corner Lot. The sidewalk shall be placed five (5) feet back of the street curb line and shall be constructed by the owner of the Lot prior to the time of completion of the main structure and before occupancy thereof; provided, however, this provision shall vary to comply with any requirements of the City of Omaha.

15. 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.

16. 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 that a dog house constructed for one (1) dog shall be permitted; provided always that the construction plans, specifications and the location of the proposed structure have been first approved by Declarant, or its assigns, if required by this Declaration. Dog runs and dog houses shall only be allowed at the rear of the building, concealed from public view.

17. Any exterior air conditioning condenser unit shall be placed in the rear yard or any side yards so as not to be visible from public view. No 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.

18. 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.

19. No structure of a temporary character, trailer, basement, 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 Linden Park to any Lot unless the written approval of Declarant is first obtained.

ARTICLE II.
HOMEOWNERS' ASSOCIATION

1. The Association. Declarant has caused the incorporation of LINDEN PARK HOMEOWNERS' ASSOCIATION, Nebraska, not for profit corporation (hereinafter referred to as the

(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 by 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 Linden Park; and the protection and maintenance of the residential character of Linden Park.

2. Membership and Voting. Linden Park is divided into one hundred twenty-two (122) separate lots (referred to as the "Lots"). The "Owner" of each Lot shall be a Member of this Association. 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 persons and entities, shall be entitled to one (1) vote on each matter properly coming before the Members of the Association.

3. 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 development, operation and administration of Common Facilities, and the enforcement of the rules and regulations relating to the Common Facilities.

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

(c) 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.

(d) 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.

(e) 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.

(f) 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.

(i) 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.

4. 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.

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

6. 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.

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

8. Maximum Annual Dues. Unless excess dues have been authorized by the Members in accordance with Section 10, below, the aggregate dues which may become due and payable in any year shall not exceed the greater of:

(a) Sixty Dollars (\$60.00) per Lot.

(b) In each calendar year beginning on January 1, 1987, one hundred twenty-five percent (125%) of the aggregate dues charged in the previous calendar year.

9. 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.

10. Excess Dues and Assessments. With the approval of seventy-five percent of the Members of the Association, the Board of Directors may establish dues and/or assessments in excess of the maximums established in this Declaration.

11. 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 Section 5, above.

12. Certificate as to Dues and Assessments. The Association shall, upon written request

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.

14. 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 III.
EASEMENTS

1. A perpetual license and easement is hereby reserved in favor of and granted to Omaha Public Power District, Northwestern Bell Telephone Company, and any company which has been granted a franchise to provide a cable television system within the Lots, Metropolitan Utilities Company, and Sanitary and Improvement District No. 325 of Douglas 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.

A perpetual easement is further reserved for the Metropolitan Utilities District of Omaha, 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.

Other easements are provided for in the final plat of Linden Park which is filed in the Register of Deeds of Douglas County, Nebraska (Book 1735, Page 57).

2. All utility service lines from each Lot line to a dwelling or other Improvement shall be underground.

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2. The covenants and restrictions of this Declaration shall run with and bind the land for a term of thirty (30) years from the date this Declaration is recorded. This Declaration may be amended by Pinetree Development Company, a Nebraska corporation, or any person, firm, corporation, partnership, or entity designated in writing by Pinetree Development Company, a Nebraska corporation, in any manner which it may determine in its full and absolute discretion for a period of five (5) years from the date hereof. Thereafter this Declaration may be amended by an instrument signed by the owners of not less than seventy-five percent (75%) of the Lots covered by this Declaration.

3. Pinetree Development Company, a Nebraska corporation, or its successor or assign, 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.

4. 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 26th day of October, 1984.

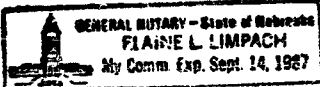
PINETREE DEVELOPMENT COMPANY, a Nebraska corporation, "Declarant"

By [Signature]
President

STATE OF NEBRASKA)
) ss.:
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 26th day of October, 1984, by [Signature] of Pinetree Development Company, a Nebraska corporation, on behalf of the corporation.

[Signature]
Notary Public



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ASSIGNMENT OF DECLARATION
 OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
 OF LINDEN PARK, A SUBDIVISION
 IN DOUGLAS COUNTY, NEBRASKA
 AND NOTICE OF TERMINATION OF STATUS AS DECLARANT

This Assignment of Declaration and Notice of Termination is made as of this 15th day of April, 1994, by RIDGEFIELD LIMITED PARTNERSHIP, a Nebraska limited partnership, successor-in-interest of PINETREE DEVELOPMENT COMPANY (the "Declarant"). Declarant does hereby give notice of the termination of its status as Declarant, and does hereby transfer and assign to LINDEN PARK HOMEOWNERS ASSOCIATION, a Nebraska not-for-profit corporation (the "Association"), all of its right, title and interest in and to that certain Declaration of Covenants, conditions, Restrictions and Easements of Linden Park, a Subdivision in Douglas County, Nebraska (the "Declaration"), dated October 26, 1984, covering the following property:

Lots 1 through 122, inclusive, in Linden Park, a subdivison, as surveyed, platted and recorded in Douglas County, Nebraska;

and recorded in the office of the Register of Deeds of Douglas County, Nebraska, at Book 721, Page 727 of Miscellaneous Records.

Declarant hereby warrants and represents that its interest in the Declaration identified above has not been previously assigned and that the Declaration is in full force and effect.

By its acceptance of this Assignment of Declaration, and pursuant to Article IV, paragraph 4 of the Declaration, the Association appoints itself as Declarant and assumes all of the Declarant's authority, powers and liability under the Declaration and agrees to promptly perform all of the Obligations and covenants imposed on Declarant under the Declaration.

RIDGEFIELD LIMITED PARTNERSHIP,

By: MAENNER CO., a Nebraska corporation, General Partner

By: John K. Maenner, Pres.

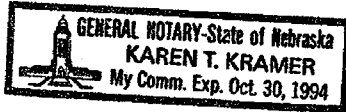
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 REGISTER OF DEEDS
 DOUGLAS COUNTY, NEB.

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STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 15th
day of APRIL, 1994, by John R. Maenner, President of
Maenner Co., a Nebraska corporation, General Partner of RIDGEFIELD
LIMITED PARTNERSHIP, on behalf of the partnership.



[Signature]
Notary Public

ACCEPTANCE

LINDEN PARK HOMEOWNERS ASSOCIATION hereby appoints itself as
Declarant and assumes all of the Declarant's authority, powers and
liability under the Declaration and agrees to promptly perform all of the
obligations and covenants imposed upon the Declarant pursuant to the
Declaration.

LINDEN PARK HOMEOWNERS ASSOCIATION,
a Nebraska not-for-profit
corporation,

By [Signature]
Its President Date: 5/23/94

By [Signature]
Its Secretary Date: 5-26-94



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RICHARD N. BARECH
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

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**NOTICE OF
FIRST AMENDMENT
TO THE
DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS OF LINDEN PARK,
A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA**

Linden Park, a subdivision in the City of Omaha, Douglas County, Nebraska, is subject to that certain "Declaration of Covenants, Conditions, Restrictions and Easements of Linden Park" (the "Declaration"), dated October 26, 1984, and filed of record at Book 721, Page 727 of the Miscellaneous Records of Douglas County, Nebraska, and affecting the following described property:

Lots 1 through 122, inclusive, in Linden Park, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska.

Notice is hereby given of the adoption of the following First Amendment to said Declaration of Covenants, which has been adopted pursuant to the procedures and requirements of Article IV, Paragraph 2 of said Declaration.

The undersigned officers of Linden Park Homeowners Association, a Nebraska not-for-profit corporation (the "Association") hereby certify that the following Amendment to the Declaration was approved in writing by the required number of the Owners of the Lots. The executed copies of the written approvals by the Owners of the Lots have been placed in the Association's permanent records.

AMENDMENT

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"The Declaration is amended as follows: ..

1. The first clause of the first sentence of Paragraph 2 of Article I of the Covenants is hereby deleted. The portion of the Covenants that is hereby deleted previously read as follows: "For a period of fifteen years after the filing of this Declaration,".
2. The first sentence of Paragraph 2 of Article IV of the Covenants is hereby deleted, and the following sentence is inserted in lieu thereof: "The covenants and restrictions of this Declaration shall perpetually run with and bind the Lots from the date this Declaration is recorded, until otherwise terminated by operation of law or by amendment of this Declaration."

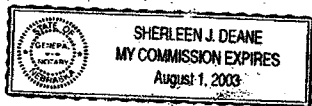
Certified as of this 1st day of October, 1999, by the following officers of the Linden Park Homeowner's Association:

E. James Fuller
President
Richard L. Bailey
Secretary

STATE OF NEBRASKA)
)
 COUNTY OF DOUGLAS) ss.

The foregoing instrument was acknowledged before me this 14 day of October, 1999, by E. James Fuller, the President, and by Richard L. Bailey, the Secretary, of Linden Park Homeowner's Association, a Nebraska nonprofit corporation, on behalf of the corporation.

Sherleen J. Deane
Notary Public





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**NOTICE OF
SECOND, THIRD AND FOURTH AMENDMENTS
TO THE
DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS OF LINDEN PARK,
A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA**

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Register of Deeds, Douglas County, NE
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Linden Park, a subdivision in the City of Omaha, Douglas County, Nebraska, is subject to that certain "Declaration of Covenants, Conditions, Restrictions and Easements of Linden Park" (the "Declaration"), dated October 26, 1984, and filed of record at Book 721, Page 727 of the Miscellaneous Records of Douglas County, Nebraska, and affecting the following described property:

Lots 1 through 122, inclusive, in Linden Park, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska.

Return to: Ronald Jensen, 1500 Woodmen Tower, Omaha, NE 68102

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**NOTICE OF
SECOND, THIRD AND FOURTH AMENDMENTS
TO THE
DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS OF LINDEN PARK,
A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA**

Linden Park, a subdivision in the City of Omaha, Douglas County, Nebraska, is subject to that certain "Declaration of Covenants, Conditions, Restrictions and Easements of Linden Park" (the "Declaration"), dated October 26, 1984, and filed of record at Book 721, Page 727 of the Miscellaneous Records of Douglas County, Nebraska, and affecting the following described property:

Lots 1 through 122, inclusive, in Linden Park, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska.

Notice is hereby given of the adoption of the following Second, Third and Fourth Amendments to said Declaration of Covenants, which has been adopted pursuant to the procedures and requirements of Article IV, Paragraph 2 of said Declaration.

The undersigned officers of Linden Park Homeowners Association, a Nebraska not-for-profit corporation (the "Association") hereby certify that the following Amendments to the Declaration were approved in writing by the required number of the Owners of the Lots. The executed copies of the written approvals by the Owners of the Lots have been placed in the Association's permanent records. The Declaration is, therefore, amended as follows:

SECOND AMENDMENT:

The last sentence of Paragraph 4 of Article I of the Covenants has been deleted, and the following sentence inserted in lieu thereof:

"Unless other materials are specifically approved by Declarant, the roof of all Improvements shall be covered with wood shake shingles. In the event that a lot owner shall be required, for any reason whatsoever, to replace the entire roof of the improvements erected on any lot owned by said owner, the owner shall have the option to install a roof of material other than wood shake shingles, provided that the roofing shingles used are architectural grade of earth tone colors, with at least 30 year or better life, and provided that such roofing material and the method of installation is approved in writing prior to installation by the Declarant pursuant to the procedures set forth in Article I, Paragraph 2 herein."

The portion of the Covenants (as amended) that was deleted previously read as follows:

"Unless other materials are specifically approved by Declarant, the roof of all Improvements shall be covered with wood shingles."

THIRD AMENDMENT:

The first paragraph of Paragraph 2 of Article I of the Covenants (as amended) has been deleted, with the following substituted in lieu thereof:

"No residence, building, fence, wall, driveway, patio, patio enclosure, swimming pool, dog house, tree house, antenna, satellite receiving station or "discs", flag pole, solar heating or cooling device, tool shed, wind mill 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:...."

The portion of the Covenants (as amended) that was deleted previously read as follows:

"No residence, building, fence, wall, driveway, patio, patio enclosure, swimming pool, basketball backboards, dog house, tree house, antenna, satellite receiving station or "discs", flag pole, solar heating or cooling device, tool shed, wind mill 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:...."

FOURTH AMENDMENT:

The first paragraph of Paragraph 2 of Article I of the Covenants (as amended) has been amended, by adding the following modification to the language concerning satellite "dishes":

"No ... satellite receiving station or "discs" (*other than satellite dishes no larger than 24 inches diameter that are designed to provide television or internet services, so long as not visible from the street*),...."

The portion of the Covenants (as amended) that was deleted previously read as follows:

"No residence, building, fence, wall, driveway, patio, patio enclosure, swimming pool, basketball backboards, dog house, tree house, antenna, satellite receiving station or "discs", flag pole, solar heating or cooling device, tool shed, wind mill 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:...."

Certified effective as of the 7th day of June, 2005, by the following officers of the Linden Park Homeowner's Association:

Mark W. Oldaker
President

Shirley Runnels
Secretary

STATE OF NEBRASKA)
)
COUNTY OF DOUGLAS) ss.

The foregoing instrument was acknowledged before me this 11 day of June, 2005, by Mark W. Oldaker, the President, and by Shirley Runnels, the Secretary, of Linden Park Homeowner's Association, a Nebraska nonprofft corporation, on behalf of the corporation.

Teresa M. Peatrowsky
Notary Public

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