

PROTECTIVE COVENANTS

THE FARM, LTD., a Nebraska limited partnership, owner of all of the real estate contained in The Farm, a subdivision in Douglas County, Nebraska, as surveyed, platted and recorded, and more particularly described on Exhibit "A" attached hereto and incorporated herein by reference, hereby state, publish and declare that the real estate contained in The Farm, more particularly described on Exhibit "A" attached hereto and incorporated herein by reference, be owned, conveyed and used under and subject to the following covenants, conditions, restrictions and easements.

1. These covenants are to run with the land and shall be binding on all present and future owners of all or any part of the real estate described on Exhibit "A" until January 1, 1999: Lots 1 through 201, inclusive, in The Farm, a subdivision in Douglas County, Nebraska.

2. If the present or future owners, users or occupants of any of the said lots shall violate or attempt to violate any of these covenants, it shall be lawful for any other person or persons owning any part of said real estate to prosecute proceedings at law or equity against the person violating or attempting to violate any such covenant and either to prevent him from so doing or to recover damages for such violation.

3. Invalidation of any of these Covenants by judgement or court order shall in no way effect any of the other provisions. These Covenants may not be modified, altered or waived without the written approval of at least 75% of the lot owners in the subdivision.

5. Prior to any construction or grading on Residential Lots, the owner must first submit construction plans to the undersigned or its successors, assigns or any person, partnership, or corporation designated by the undersigned and secure its written approval thereof. Plans shall include site plans showing location of residence, other buildings and structures. Said plans shall include exterior elevations, exterior materials, floor plans, foundation plan, plot plan, landscaping plan, drainage plan and site lines. In the event the owner contemplates construction of a fence, such plans shall include the type of materials to be used and the location thereof. Plans will not be returned to the owner. Within thirty (30) days of receipt of said plans the undersigned shall either notify the owner in writing of its approval of the plans or its disapproval and the reasons thereof, but if the undersigned shall fail to send either notice within a thirty (30) day period, then such plans shall be deemed approved. Said plans shall also include the plans, specifications and diagrams of the septic tank.

6. Construction on or improvements of any Residential Lot shall be subject to the following restrictions:

a. Minimum Yards. The minimum front, side and rear yard requirements of a Douglas County single-family 1 (SF-1) zoning District as now enacted shall govern the subdivision. Any waiver or change of such restrictions by Douglas County shall not be effective to alter this Covenant unless the undersigned likewise consents in writing to such waiver or change.

b. Minimum Building Area. No lots shall be used as a building site for a residential structure if the lot has been reduced in area below its originally platted size, unless such lot split, or subdivision has been approved in writing by the undersigned.

breezeways and attached garages) must enclose a ground area of not less than 1,200 square feet.

d. Garages. Each residence shall include an enclosed garage for at least two cars (attached, detached or basement).

e. Wiring. All the power and telephone service wires shall be buried underground.

f. Drive. Driveways shall be Portland concrete or asphalt from the public roadway to the garage.

g. Construction of Each Dwelling. Construction must be completed within one year after excavation for footings.

h. Trees. Subject to the restrictions and the location thereof hereinafter noted in Paragraph 9, below, not less than three ornamental or distiguous shade trees must be planted on each Residential Lot within one year after excavation for footings, and thereafter maintained in good growing condition, or replaced as necessary. Further, no trees may be cleared or removed from any Residential Lot without the written approval of the undersigned, or its successors, assigns, or any person, partnership, corporation, or architectural committee designated by the undersigned.

j. Fences. All fences to be constructed must be approved with regard to height, materials and location by the undersigned or its successors, assigns or any person, partnership or corporation designated by the undersigned, to insure uniformity.

7. Any and all livestock maintained on the premises shall be kept in accordance with the requirements of SFl zoning and shall be located to the rear of the residence. On corner lots, said livestock shall be maintained no closer to

at least weekly. All horse fencing must be kept in good condition and not allowed to deteriorate or look shabby. The owner of each lot shall take all reasonable and necessary steps to insure adequate rodent control on said lot.

8. A perpetual license and easement is hereby reserved in favor of and granted to Omaha Public Power District and Northwestern Bell Telephone Company (hereinafter called "Licensee or Grantees"), their successors and assigns, and any other public or private utility companies, to erect and operate, maintain or repair, or replace any new buried or underground cables or conduits and other electric and telephone utility facilities for carrying and transmission of electric current for light, heat and power and for all telephone, telegraph and message service over, under, through and upon a five (5) foot strip of land adjoining the side boundary line of said lots in said subdivision, and an eight (8) foot strip of land adjoining the real boundary line of all interior lots and a sixteen (16) foot strip of land adjoining the real boundary line of all exterior lots. A perpetual easement is also reserved in favor of and granted to Sanitary and Improvement District No. 277 of Douglas County, Nebraska, its successors and assigns, to construct, operate, use, maintain, repair, replace and renew water mains over, under, through and upon said eight (8) foot strips of land adjoining the rear of the interior lots and sixteen (16) foot strip of land adjoining the rear of the exterior lots and five (5) foot strips of land adjoining the side boundary lines of said lots in said subdivision. Said license and easements are granted for the use and benefit of all present and future owners of lots in said subdivision; provided, however, that said side lot lines are granted upon the specific condition that at least

become void as to such unused or abandoned easementways on any of said lots. No permanent buildings, trees, or retaining walls or loose rock walls shall be placed in the said easementways but same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the aforesaid uses and rights granted herein.

9. No garden or field crops shall be grown upon that portion of any lot nearer to the street than provided for minimum building set-back line. No trees, shrubs, hedges or other plants shall be maintained or permitted in such proximity to any lot as will interfere with the use or maintenance of any street or walks to be unobstructed view at street intersections sufficient to the safety of pedestrians and vehicles. The owner shall take whatever steps are necessary to control noxious weeds on his real estate. Ground coverage shall be maintained on all lots in order to prevent erosion. Any and all dead trees and shrubery must be removed at the owner's expense.

10. None of the land shall be used in whole or in part for the storage of any property or thing that will cause the land to appear in an unclean or untidy condition, or that will be obnoxious to the eyes; nor shall any substance or materials be kept upon the land that will emit a foul or noxious odor, or cause any noise or will or might disturb the peace, quiet, comfort or serenity of the occupants of the surrounding property. No firearms or guns of any type or nature whatsoever shall be fired or discharged upon, over or across any lands in the subdivision. All rubbish, trash and garbage shall be removed from the subdivision, shall not be burned by open fire, incinerator or otherwise on the subdivision or any part thereof.

11. No dwelling house constructed in another area or

the rear building line of the residence. All trucks shall be enclosed trenches, and trucks shall not be permitted to be parked in driveways or on the public streets. No outside TV or radio antennas may be erected on any lot or any portion of a lot without the prior written approval of the undersigned. All signs or billboards of any type or nature whatsoever shall be placed on, constructed or erected on any lot or portion of a lot without the prior written approval of the undersigned.

12. No water cooled air conditioning units shall be operated or used in any dwelling unless operated in conjunction with a water conserving tower or device which has been approved in writing by the undersigned or by the Clerk of Sanitary and Improvement District No. 277 of Douglas County, Nebraska.

13. Lots 202 through 208, inclusive, are to be used for recreation purposes and the land and improvements located on these lots will be owned by Sanitary and Improvement District no. 277 of Douglas County, Nebraska.

DATED this 7th day of June, 1977.

THE FARM, LTD., a Nebraska
limited partnership

By: LUEDER DEVELOPMENT, INC.

By Dennis B. Andersen
Dennis B. Andersen, President

AMENDMENT TO PROTECTIVE COVENANTS

WHEREAS, The Farm, Ltd., a Nebraska limited partnership as the "Declarant", placed of record certain covenants, conditions, restrictions and easements on certain real property, which is more particularly described on Exhibit "A" attached hereto and incorporated herein by reference, which covers Lots 1 through 201, inclusive, in The Farm, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska;

WHEREAS, said covenants, conditions, restrictions and easements for the subdivision, dated the 7th day of June, 1977, were recorded in Book 590 at Page 388, in the office of the Register of Deeds of Douglas County, Nebraska; said covenants, conditions, restrictions and easements hereinafter referred to as the "Covenants", and

WHEREAS, the undersigned, The Farm, Ltd., a Nebraska limited partnership and all the current property owners located in The Farm subdivision, now desire to amend said Covenants pursuant to Paragraph 3 of the Covenants by adding the following paragraphs to said Covenants:

A. Exposed portions of the foundation on the front, rear and sides of each dwelling are to be covered with either siding or brick.

B. All dwelling units shall have wood shingles on their roofs.

C. All lots contained in the subdivision shall be governed by the same rules and regulations concerning livestock and pets currently in effect by Douglas County. The undersigned or their successors, assigns or any person, partnership or corporation designated by the undersigned shall have the authority to enforce the rules and regulations. It being one of the intentions of the undersigned that no residential lot in The Farm shall have more than two dogs maintained, housed or boarded on said lot at any time.

Except as herein amended, all provisions of said covenants, conditions, restrictions and easements for The Farm, shall remain in full force and effect.

Executed this 12 day of March, 1978.

THE FARM, LTD., a Nebraska
limited partnership

By: LUEDER DEVELOPMENT, INC.

By: Dennis B. Andersen
Dennis B. Andersen, President

Patrick Harkins
Patrick Harkins, husband

Nancy A. Harkins
Nancy A. Harkins, wife

Thomas E. Harvey
Thomas E. Harvey, husband

Kathleen Harvey
Kathleen Harvey, wife

Stephen F. Pflanz
Stephen F. Pflanz, husband

Ann M. Pflanz
Ann M. Pflanz, wife

x Stanley M. Seeds
Stanley M. Seeds, husband

Joanna B. Seeds
Joanna B. Seeds, wife

x Francis J. Cavlovic
Francis J. Cavlovic, husband

Linda K. Cavlovic
Linda K. Cavlovic, wife

x Harold I. Taylor
Harold I. Taylor, husband

Martina Taylor
Martina Taylor, wife

x Bradley K. Speer
Bradley K. Speer, husband

Lois M. Speer
Lois M. Speer, wife

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 13 day of December, 1978, before me, the undersigned, a Notary Public, duly commissioned and qualified in said County, personally came Francis J. Cavlovic and Linda K. Cavlovic to me known to be the identical person whose name is affixed to the foregoing instrument and acknowledged the same to be voluntary act and deed.

Witness my hand and notarial seal the day and year last above written.

Cheryl A. Swanson
Notary Public

GENERAL NOTARY - State of Nebraska
CHERYL A. SWANSON
My Comm. Exp. May 12, 1980

SECOND AMENDMENT TO PROTECTIVE COVENANTS

WHEREAS, The Farm, Ltd., a Nebraska limited partnership as the "Declarant", placed of record certain covenants, conditions, restrictions and easements on certain real property, which is more particularly described on Exhibit "A" attached hereto and incorporated herein by reference, which covers Lots 1 through 201, inclusive, in The Farm, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska;

WHEREAS, said covenants, conditions, restrictions and easements for the subdivision dated the 7th day of June, 1977, were recorded in Book 590 at Page 388, in the office of the Register of Deeds of Douglas County, Nebraska; said covenants, conditions, restrictions and easements are hereinafter referred to as "Covenants",

WHEREAS, said Covenants were amended by a document entitled "Amendment To Protective Covenants", dated the 12th day of March, 1979, and recorded in Book 612 at Page 40 in the Register of Deeds of Douglas County, Nebraska; and

WHEREAS, the undersigned, The Farm, Ltd., a Nebraska limited partnership and owning more than seventy-five (75) percent of the lots in the said subdivision, desires to amend said Covenants pursuant to Paragraph 3 of the Covenants by adding the following paragraphs to said Covenants and to the Covenants as amended:

A. The Covenants and the Covenants as amended shall not be applicable to the following described real property:

Lot 2, The Farm, a subdivision surveyed
platted and recorded in Douglas County,
Nebraska.

Except as herein amended and as amended in any prior amendments, all provisions of said covenants, conditions, restrictions and easements for The Farm, shall remain in full force and effect.

Executed this 18th day of September, 1979.

THE FARM, LTD., a Nebraska
Limited Partnership

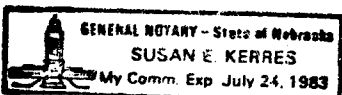
By: Lueder Development, Inc.

By: Dennis B. Andersen
Dennis B. Andersen, President

STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

On this 18th day of September, 1979, before me, a Notary Public duly commissioned and qualified in and for said County, personally came Dennis B. Andersen of Lueder Development, Inc., to me personally known to be the President and identical person who signed the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation.

Witness my hand and notarial seal the day and year last above written.



Susan E. Kerres
Notary Public

My commission expires the 24th day of July, 1979.

Book 621
Page 75
of 11
Fee 5.00
Index 25
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84 569 Ave

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C. HAROLD GILLER
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.

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THIRD AMENDMENT TO PROTECTIVE COVENANTS

WHEREAS, The Farm, Ltd., a Nebraska limited partnership, as the "Declarant", placed of record certain covenants, conditions, restrictions and easements on certain real property, which is more particularly described on Exhibit "A" attached hereto and incorporated herein by reference, which covers Lots 1 through 201, inclusive, in The Farm, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska,

WHEREAS, said covenants, conditions, restrictions and easements for the subdivision dated the 7th day of June, 1977, were recorded in Book 590 at Page 388 in the office of the Register of Deeds of Douglas County, Nebraska; said covenants, conditions, restrictions and easements are hereinafter referred to as "Covenants",

WHEREAS, said Covenants were amended by a document entitled "Amendment to Protective Covenants", dated the 12th day of March, 1979, and recorded in Book 612 at Page 40 in the Register of Deeds of Douglas County, Nebraska; and

WHEREAS, said Covenants were amended by a document entitled "Second Amendment to Protective Covenants", dated the 18th day of September, 1979, and recorded in Book 621 at Page 75 in the Register of Deeds of Douglas County, Nebraska; and

WHEREAS, The Farm, Ltd., a Nebraska limited partnership, has by quit claim deeds dated June 5, 1981, conveyed to the undersigned Lots 1, 3, 4, 5, 41 through 175, inclusive, and 177 through

208, inclusive, of The Farm, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska; and

WHEREAS, the undersigned are owners of more than Seventy Five Percent (75%) of the lots in said subdivision, and desire to amend said Covenants pursuant to Paragraph 3 of the Covenants by deleting the following paragraph from said Covenants and thereby amend said Covenants.

A. That the Covenants as aforesaid are hereby amended by deleting therefrom Paragraph 13 of said Covenants dated June 7, 1977, as amended, the same shall be held for naught.

Except as herein amended and as amended in any prior amendments, all provisions of said Covenants, conditions, restrictions and easements for The Farm, shall remain in full force and effect.

Executed this 4th day of December, 1982.

Kenneth M. Donahoo
Kenneth M. Donahoo

Nelsie T. Donahoo
Nelsie T. Donahoo

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 4th day of December, 1982, before me, the undersigned, a Notary Public, duly commissioned and qualified for in said county, personally came Kenneth M. Donahoo and Nelsie T. Donahoo, to me known to be the identical persons whose names are affixed to the

foregoing Third Amendment to Protective Covenants, and acknowledged the execution thereof to be their voluntary act and deed.

Witness my hand and Notarial Seal the day and year last above written.

John A. McManis
NOTARY PUBLIC



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EXHIBIT "A"

BOOK 681 PAGE 28

REPORT
To The Office of
GEORGE E. BURKHART
County Surveyor and Engineer
Douglas County

Notes.

and existing corners at points A, B, C, D, E, F, G, H, I, J. Set point N at intersection lines D to C and E to H. Produced and chained line A to D 2657.67 feet setting point Y line one half the distance (1328.44) south of A. Produced and chained line B to H 1.80' setting point L on line one half the distance (1325.90) south of B. Produced and chained line D to N 2651.31' setting point M on line one half the distance (1325.65) east of D. Chained line K to L 2643.45'; D to F 2651.17'; F to G 1322.85' and G to H 2646.45'. At points K, L, M, and N set 5/8 inch x 30 inch rebar, wood hub, and iron. All as produced with Wild Theodolite 116-158165 ED. All distances measured with 100 foot steel chain.

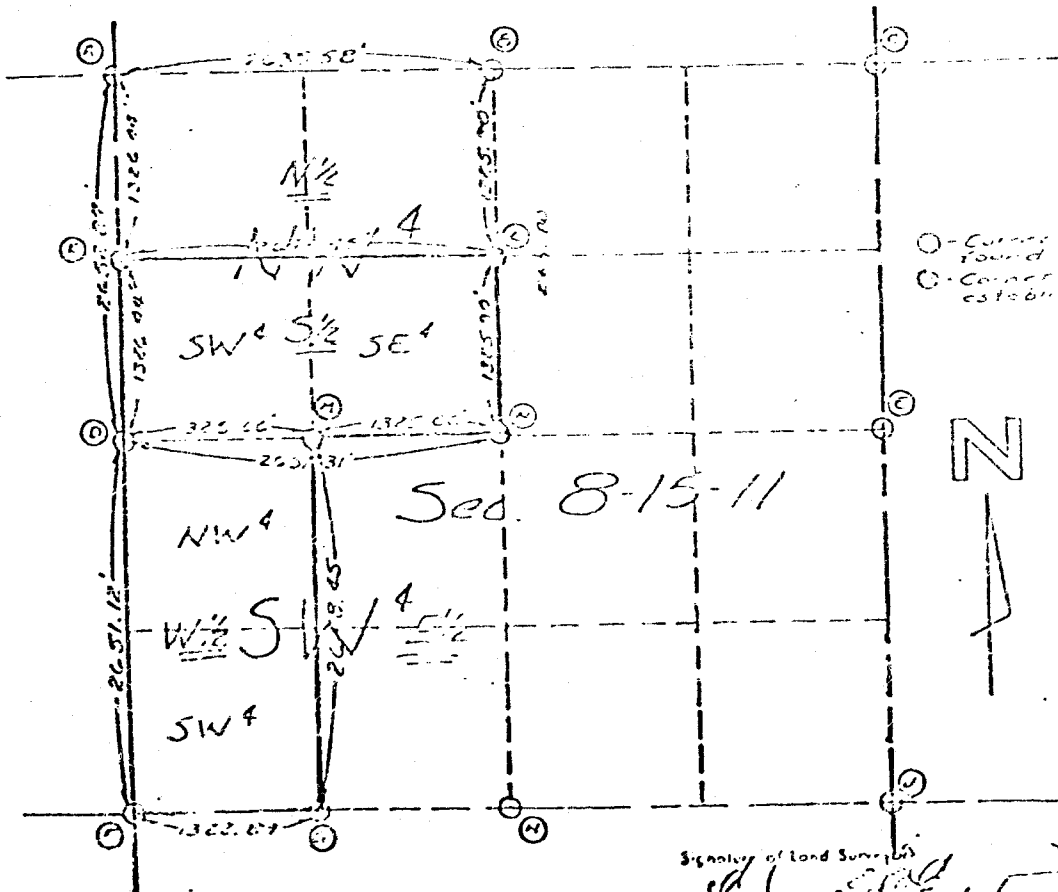
LAND SURVEYOR'S CERTIFICATE

I hereby certify that this plot, map, survey or report was made by me or under my direct personal supervision and that I am duly Registered Land Surveyor under the laws of the State of Nebraska

Legal Description

South half of the Northwest Quarter and the West half of the Southwest Quarter, Section 8-15-11 Township 15 Range 11 East of the 6th P.M., Douglas County, Nebraska, containing 161.15 Acres.

to show showing tract surveyed with all pertinent points



Signature of Land Surveyor
George E. Burkhardt

I here
I am
Legal

DATE
OFFICE
BLDG.

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FOURTH AMENDMENT TO PROTECTIVE COVENANTS

WHEREAS, The Farm Ltd., a Nebraska Limited Partnership, as the "declarant", placed of record certain covenants, conditions, restrictions and easements on certain real property, which is more particularly described on Exhibit "A" attached hereto and incorporated herein by reference, which covers lots 1 thru 201, inclusive, in The Farm, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska; and

WHEREAS, said covenants, conditions, restrictions and easements for the subdivision dated the 7th day of June, 1977, were recorded in Book 590 at Page 388 in the office of the Register of Deeds of Douglas County, Nebraska; said covenants, conditions, restrictions and easements are hereinafter referred to as "covenants"; and

WHEREAS, said covenants were amended by a document entitled "Amendment to Protective Covenants", dated the 12th day of March, 1979, and recorded in Book 612 at Page 40 in the Register of Deeds of Douglas County, Nebraska; and

WHEREAS, said covenants were amended by a document entitled "Second Amendment to Protective Covenants", dated the 18th day of September, 1979, and recorded in Book 621 at Page 75 in the Register of Deeds of Douglas County, Nebraska; and

WHEREAS, said covenants were amended by a document entitled "Third Amendment to Protective Covenants", dated the 4th day of December, 1982, and recorded in Book 681 at Page 25 in the Register of Deeds of Douglas County, Nebraska; and

WHEREAS, The Farm Ltd., a Nebraska Limited Partnership, has by Quit Claim Deeds dated June 5th, 1981, conveyed to the undersigned, Kenneth M. Donahoo and Nelsie T. Donahoo, lots 1, 3, 4, 5, 41 thru 175, inclusive, and 177 thru 208, inclusive, of The Farm, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska; and

WHEREAS, the undersigned are owners of more than Seventy-Five Percent (75%) of the lots in The Farm subdivision and are more than Seventy-Five Percent (75%) of the owners of lots within The Farm subdivision, and all of the undersigned desire to amend said covenants pursuant to paragraph no. 3 of the covenants by deleting certain paragraphs of said covenants, deleting the application of said covenants to certain lots and otherwise amend said covenants and prior amendments thereto, hereby amends said covenants as follows:

- A) That the covenants as aforesaid are hereby amended by deleting therefrom paragraph no. 13 of said covenants dated June 7th, 1977, as amended, the same shall be held for naught, and

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B) That said covenants as aforesaid are hereby amended by deleting from the operation of the said covenants all lots within The Farm subdivision as previously platted and recorded and approved by the Douglas County Board of Commissioners on October 19th, 1976, except the following: lots 1 thru 40 and lots 172, 178, 179 and 183 as they lie north of the line on re-plat attached, and lots 173 thru 177 and lots 180, 181, 182, to which the covenants shall continue to apply.

C) That the prior "Second Amendment to Protective Covenants", dated the 18th day of September, 1979, is hereby deleted and lot no. 2 referred to in said "Second Amendment to Protective Covenants" is hereby once again made subject to the covenants.

Except as herein amended and as amended in the First and Third Amendments, all provisions of said covenants, conditions, restrictions and easements for The Farm, shall remain in full force and effect.

Executed this 10 day of September, 1985.

[Signature]
LOT NO. 41

[Signature]
LOT NO. 21

[Signature]
LOT NO. 39

[Signature]
LOT NO. 22

[Signature]
LOT NO. 37

[Signature]
LOT NO. 17

[Signature]
LOT NO. 34

[Signature]
LOT NO. 14

[Signature]
LOT NO. 32

[Signature]
LOT NO. 18

[Signature]
LOT NO. 31

[Signature]
LOT NO. 11

DEER HOLLOW ASSOCIATES

201 J. J. Munn
LOT NO. 177 + 181

Larry D. Denton
LOT NO. 37

Mrs Philip B. Fletcher
LOT NO. #28

J. D. S. McAllen
LOT NO. 32

John L. Munn
LOT NO. 176

K. M. Douglas
LOT NO. 1

Fred R. Hoff
LOT NO. 12

K. M. Douglas
LOT NO. 3

J. A. Boulton
LOT NO. 38

K. M. Douglas
LOT NO. 4

Norman L. Neburgill
LOT NO. 130

K. M. Douglas
LOT NO. 172

Frank R. ...
LOT NO. 25

K. M. Douglas
LOT NO. 173

Mark Wintergard
LOT NO. 123

K. M. Douglas
LOT NO. 174

Spencer Const Co. Profit
Pharmacy Plan - Colodney Indwell
LOT NO. 247 25 Trustee

K. M. Douglas
LOT NO. 175

Ray M. ...
LOT NO. 10

K. M. Douglas
LOT NO. 178

Mike Hale
LOT NO. 9

K. M. Douglas
LOT NO. 179

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

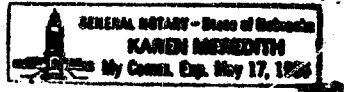
BOOK **768** PAGE **276**

On this 10 day of Sept, 1985,
before me, the undersigned, a Notary Public, duly commissioned and
qualified for and in said County, personally came the following
named individuals: Bradley K. Speer, Larry Hendel, Thomas E. Harvey,
Linda K. Cavlovic, S. M. Seeds, Stephen F. Pflanz, Kathryn Lake,
Katie Eich, Pat Johnston, Chris McCallum, Barbara Schacht, Mrs.
Philip B. Fletcher, Ralph L. Morocco Jr., Fred Holz Jr., T. A.
Gourlay, Vernon L. Nebergall, Mark Westergard, Rod Lindwall,
Larry G. Fox, Mike Hales, Larry D. Henton, Robert W. Mauer, K. M.
Donahoe,

to me known to be the identical persons whose names are affixed to
the foregoing Fourth Amendment to Protective Covenants and
acknowledge the execution thereof to be their voluntary act and
deed.

Witnessed my hand and notarial seal the day and year last
above written.

Karen Meredith
NOTARY PUBLIC



RECEIVED
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GEORGE J. LUBIENICZ
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBRASKA

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FIFTH AMENDMENT TO PROTECTIVE COVENANTS

WHEREAS, The Farm, Ltd., a Nebraska limited partnership, originated the development of a subdivision known as "The Farm", which subdivision is located in Douglas County, Nebraska; and,

WHEREAS, certain covenants, conditions, restrictions and easements (herein "Covenants" or "Protective Covenants") were prepared and adopted in conjunction with the development of said subdivision, which Protective Covenants are recorded at Book 590, Page 388 in the office of the Register of Deeds of Douglas County, Nebraska; and,

WHEREAS, paragraph 6(b) of said Covenants provides in part that no residential lot shall be utilized as a building site if such lot has been reduced to an area less than its originally platted size; and,

WHEREAS, the development of said subdivision has included the replatting of certain lots within said subdivision to permit the construction of residential structures upon lots which have been reduced an area less than their originally platted size; and,

WHEREAS, said Covenants have been amended to permit such replattings and the construction of residential structures upon lots which have been reduced an area less than their originally platted size; and,

WHEREAS, the undersigned, being the owners of more than 75% of the lots in the subdivisions known as The Farm, The Farm Replat I, The Farm Replat II, The Farm Replat III, The Farm Replat IV and The Farm Replat V, pursuant to paragraph 3 of the original Protective Covenants, desire to amend said Covenants, as amended, in the following respects only:

1. Paragraph 6(b) of the original Protective Covenants is hereby amended to permit the utilization of lots 1 through 5, The Farm Replat VI, inclusive, as building sites for residential structures provided that each of said five lots to be included in The Farm, Replat VI shall include an area of not less than one acre and shall be platted as designated and described in the plat attached hereto, marked Exhibit "A", and by this reference made a part hereof.

2. Paragraph 6(c) of said original Covenants is hereby amended to provide that each dwelling to be constructed upon any lot located within The Farm, Replat VI, shall contain a fully enclosed

J. M. M.

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first floor area of not less than 2,100 square feet, excluding open porches, garages and breezeways, if such dwelling is a one-story structure, and a two-story dwelling shall include a fully enclosed first-floor area of not less than 1,500 square feet, excluding open porches, garages and breezeways.

3. Paragraph 6(d) of said original Covenants is hereby amended to provide that each dwelling to be constructed upon a lot located within The Farm, Replat VI shall include three enclosed garages which are an integral part of said dwelling, each of which garages shall include an area sufficient to park or store one "full size" automobile.

4. No horses shall be kept or stabled on any lot located within The Farm, Replat VI. No more than two pets of the customary household variety (including birds) may be kept on any lot located within The Farm, Replat VI. The provisions hereof shall not be construed to permit the keeping of domestic fowl or farm animals upon any such lot.

4. No trucks, recreational vehicles, boats or commercial-type vehicles shall be stored or parked upon any lot located within The Farm, Replat VI, unless the same is parked or stored in a closed garage or unless the same is stored or parked at a location upon such lot which location is not visible from any street which abuts any of the lots located within The Farm, Replat VI. No such vehicle, recreational vehicle or boat shall be stored or parked on any residential street within the entire subdivision generally described as "The Farm" unless a vehicle is engaged in transporting to or from a residence in said subdivision.

5. No outbuilding, garage, shed, tent, trailer or temporary building shall be constructed upon any lot located within The Farm, Replat VI unless and until there has occurred compliance with paragraph 5 of the original Protective Covenants.

The covenants, conditions, reservations and restrictions contained herein, together with the covenants, conditions, reservations and restrictions contained in the original

Protective Covenants, as amended, shall run with the land and shall be binding upon the owner of any lot within The Farm, Replat VI, and upon any person claiming under or through such owner, until January 1, 2009. In the event that any covenant, condition, reservation or restriction contained herein is more restrictive or is in conflict with any covenant, condition, reservation or restriction contained in the original Protective Covenants, as amended, the covenant, condition, reservation or restriction contained herein shall govern and control.

Except as otherwise provided herein, the undersigned hereby confirm and ratify all of the terms and provisions of the original Protective Covenants relating to The Farm subdivision, including any replatted lots originally located within said subdivision, and said Covenants shall remain in full force and effect.

DATED this _____ day of _____, 1989.

Donna McMill
Lot 1, The Farm

Paul H. H. H.
Lot 2, The Farm

Lot 3, The Farm

Lot 4, The Farm

Lot 5, The Farm

ADAMSON BUSINESS COMPANY
Lot 6, The Farm

ADAMSON BUSINESS COMPANY
Lot 7, The Farm

Annual award card of my
Lot 8, The Farm

John H. Lynch
Lot 9, The Farm

Linda Lott
Lot 10, The Farm

Rod Scholt
Lot 11, The Farm

Lot 12, The Farm

Lot 13, The Farm

Robert P. Johnston
Lot 14, The Farm

Michael E. Mueka
Lot 15, The Farm

Lot 16, The Farm

Cindy Karasick
Lot 17, The Farm



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SIXTH AMENDMENT TO PROTECTIVE COVENANTS

BOOK 1036 PAGE 457

The undersigned, being owners of real estate located in The Farm, a subdivision in Douglas County, Nebraska, as surveyed, platted and recorded, and more particularly described on Exhibit "A" attached hereto and incorporated herein by reference, do hereby state, publish and declare that the real estate contained in platted areas of The Farm subdivision be owned, conveyed and used under and subject to the following covenants, conditions, restrictions and easements.

1. These covenants amend, modify and supplement any and all covenants and amendments of previous date and record. These covenants are to run with the land and shall be binding on all present and future owners of all or any part of the platted real estate described on Exhibit "A" until January 1, 2025.

2. If the present or future owners, users or occupants of any of the platted lots in said real estate shall violate or attempt to violate any of these covenants, it shall be lawful for any other person or persons owning any lot to prosecute at law or equity legal action against the person, firm or corporation violating or attempting to violate any such covenant and either to prevent such party from doing so or to recover damages for such violation.

3. All covenants herein are deemed severable and invalidation of any of these covenants by judgement or court order or any governmental action shall not affect the validity or enforceability of the remainder of the covenants. No amendments, modifications or alterations shall be made to these covenants without the written approval of at least 75 percent of all owners of lots in the subdivision.

An "owner" is defined in these covenants to be owners of a lot in the subdivision covered by these covenants, and the owners shall be limited to one vote per platted lot.

4. All platted lots in the subdivision shall be used only for single-family residential purposes, except such lots or portions

5. Prior to any new home construction, reconstruction and/or construction of outbuildings, the owner must first submit detailed construction plans prepared by a registered architect or engineer to the Protective Covenants Compliance Committee (PCCC) to obtain written approval of said plans.

Plans shall include drawings and specifications sufficient to show all the following items as are applicable to the proposed construction on the platted lot.

- a. Location of residence, other buildings and structures
- b. Exterior elevations of buildings and structures
- c. Exterior materials to include fence materials
- d. Exterior Colors
- e. Floor plans
- f. Foundation plans
- g. Plot plan
- h. Landscaping plans
- i. Drainage plan
- j. Site lines
- k. Water lines
- l. Sewer lines including specific detail on septic tanks and related tile laterals

Within thirty (30) days of receipt of said plans, the PCCC shall either notify the owner in writing of its approval of the plans or its disapproval and the reasons thereof. But if the PCCC shall fail to send the notice on or before the thirtieth day, such plans shall be deemed approved. Construction on or improvement to platted lots shall not be approved by the PCCC, or by default of PCCC notification, if said construction will violate any provision of these covenants. The PCCC has no authority or power to waive and shall not waive any of the requirements of these covenants.

6. The PCCC will be composed of not less than three owners, one of whom will be an incumbent trustee of Sanitary and Improvement District No. 277 so long as the Sanitary and Improvement District is legally in existence. The function of the PCCC will be to ensure compliance of all plans and specifications for structures to be built within the subdivision with the standards set forth in these covenants. The members of the PCCC

8. New construction on, or improvements to any platted lot shall be subject to the following restrictions.

a. **Minimum Building Area.** No lot shall be used as a building site for a residential structure if the lot has been reduced in area below its platted size.

b. **Minimum Yards.** The minimum front, side, and rear yard requirements of a Douglas County single-family 1 (SF-1) zoning district as now enacted will govern the subdivision.

c. **Minimum Dwelling size.** No residential dwelling structure shall contain less than two thousand one hundred (2,100) square feet of finished living space (exclusive of porches, breezeways and garages) and the foundation walls for a multi-story dwelling (exclusive of breezeways and attached garages) must enclose a ground area of not less than one thousand five hundred (1,500) square feet.

d. **Exterior Details.** The roofs of residential dwellings and outbuildings shall have wood shingles. Exposed portions of the foundation on the front, sides and rear of each dwelling and outbuilding are to be covered with either siding or clay-fired brick, or stucco painted to match the exterior siding color. All exposed portions of fireplace chimneys shall be faced with clay-fired brick or stone. Exterior colors used in new construction or in improvements such as periodic repainting shall be neutral or earth tones.

e. **Construction duration limit.** Construction of residential dwellings must be completed within one year after excavation for footings.

f. **Garages.** Each residence shall include an enclosed garage (attached, detached or basement type) capable of housing at least two passenger cars, except that each dwelling to be constructed upon any lot located within The Farm, Replat VI, shall include a garage which is an integral part of said dwelling, and which garage shall be capable of housing at least three passenger cars.

j. **Trees.** Subject to the restrictions and the location thereof hereinafter noted in paragraph 11, below, not less than three ornamental or deciduous shade trees must be planted within one year after excavation for footings, and thereafter maintained in good growing condition, or replaced if the tree dies.

9. It is the intention of these Covenants that no residential lot in the subdivision shall have any livestock or poultry maintained, housed or boarded on said lot at any time. Rules governing the maintenance and housing of domestic animals such as dogs and cats shall be as prescribed in local town and county codes; provided however, no commercial kennels shall be permitted in the subdivision. Horses may however be maintained, housed or boarded on Lots Number 1, 3, 4, and 5. The number of horses maintained shall not exceed the number set forth in the local county codes.

10. None of the land shall be used in whole or part for the storage of any property or thing that will cause the land to appear in an unclean or untidy condition, or that will be obnoxious to the eyes, or not compatible to the surrounding dwellings; nor shall any substance or materials be kept upon the land that will emit a foul or noxious odor. Yard clippings and composted materials used for land conditioning must meet the above conditions and restrictions. All rubbish, trash and garbage shall not be permitted to remain on any lot in the subdivision, shall be removed from the subdivision and shall not be burned within the subdivision by open fire, incineration or other means. Nor shall the land likewise be used in any manner that will or might cause any noise which could, would or does disturb the peace, quiet, comfort or serenity of the occupants of the surrounding property. No projectiles of any type or nature whatsoever shall be fired or discharged upon, over or across any lands in the subdivision.

11. No garden crops or field crops shall be grown upon that portion of any lot nearer to the street than provided for minimum building set-back line. No trees, shrubs, hedges or other plants shall be maintained or permitted in such proximity to any lot as will interfere with the use or maintenance of any street or walk, or the unobstructed view at street intersections or otherwise

cables, conduits and other instrumentalities, and to extend wires for the carrying and transmission of electric current for light, heat and power, and for all telephone and telegraph message service under a five (5) foot strip of land adjoining the side boundary lines of said lots in said subdivision, and eight (8) foot strip of land adjoining the rear boundary lines of all interior lots, and a sixteen (16) foot strip of land adjoining the rear boundary lines of all exterior lots. A perpetual easement is also reserved in favor of and granted to Sanitary and Improvement District No. 277, its successors and assigns, to construct, operate, use, maintain, repair, replace and renew water mains under said eight (8) foot strips of land adjoining the rear of the interior lots, and sixteen (16) foot strips of land adjoining the rear of the exterior lots, and five (5) foot strips of land adjoining the side boundary lines of said lots in said subdivision. Said license and easements are granted for the use and benefit of all present and future owners of lots in said subdivision; provided, however, that said lot line easement is granted upon the specific condition that if said Licensees or Grantees fail to construct such facilities along said lot lines within sixty (60) months from the date hereof, or if any facilities are constructed but hereafter removed without replacement within sixty (60) days after their removal, then said side lot line easements shall automatically terminate and become void as to such unused portions. No permanent buildings, trees, retaining walls, or loose rock walls shall be placed in said easementways, but the same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the aforesaid uses and rights granted herein.

13. Dwellings, prefabricated houses or module homes shall not be constructed or be moved onto or be permitted to remain on any lot or portion thereof in the subdivision. No automobiles, trailers, boats or other recreational or business vehicles shall be stored outside of the dwellings or other buildings on any lot or premises. Trucks and commercial vehicles shall not be permitted to be parked on the public streets.

14. Outside radio or television antennas shall not be erected on any lot or structure with the exception that television satellite antennas may be erected provided they are positioned to the rear of the rear building line of the residence and screened by

the Board of Trustees of Sanitary and Improvement District No. 277, for so long as the Sanitary and Improvement District No. 277 is legally in existence and, if it no longer exists, by the PCCC. Said rules, codes and restrictions shall be binding upon all present and future owners of all or any part of the real estate located in The Farm subdivision.

DATED this 13th day of September, 1992.

Daryl A. [Signature]
Lot # 42 Replat 2

Joan Hockett
Lot # 36

Denell E. Ripper
Lot # 19

Mark Weins
Lot # 57 Replat #

Patricia A. Roberts
Lot # 8 Replat

Jay A. Rich
Lot # 28

Leah Halata
Lot # 18

Bob Tebe
Lot # 45

Stephen Z. [Signature]
Lot # 29

[Signature]
Lot # [Signature]

Kathryn H. Lake
Lot # 1 221

[Signature]
Lot # 59 R. [Signature]

Angela J. Miller
Lot # 51 R2

Linda K. Cavlovic
Lot # 32

Carl A. Bantubacher

[Signature]

Jean B Kauber
Lot # 12

Loretta Trauer
Lot # 33

Thomas E Hwang
Lot # 34

Larry K Miller
Lot # 23

Winnona J. Lynch
Lot # 9

Kathleen R. McCoy
Lot # 47R2

Paul O. Thomas
Lot # 52 Replot 2

Lot # _____

Linda A. Hunt
Lot # 2 R-6

Lot # _____

Ally
Lot # 40R2

Lot # _____

Whinnett
Lot # 53 Replot 7

Lot # _____

Loree Henkel
Lot # 27

Lot # _____

Loree Henkel
Lot # 1 Replot 6

Lot # _____

Jan Hodnik
Lot # 13

Lot # _____

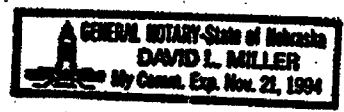
R. K. ...

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

BOOK 1036 PAGE 464

On this 13th day of September, 1992, before me, the undersigned, a Notary Public, duly commissioned and qualified for and in said County, personally came the aforesigned individuals to me known to be the identical persons whose names are affixed to the foregoing Sixth Amendment to Protective Covenants and acknowledge the execution thereof to be their voluntary act and deed.

Witnessed my hand and notarial seal the day and year last above written.



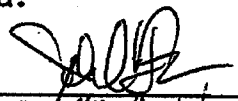
[Handwritten Signature]

NOTARY PUBLIC

BOOK 1036 PAGE 465

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 20th day of September, 1992, before me, the undersigned, a Notary Public, duly commissioned and qualified for and in said County, personally came the following individuals to me known to be the identical persons whose names are affixed to the foregoing Sixth Amendment to Protective Covenants and acknowledge the execution thereof to be their voluntary act and deed.


Lot # 43 Replat 2

Mark W. Guld
Lot # 35 R-2

Dorrie E. Wesshouser
Lot # 56 Replat 2

[Signature]
Lot # EST 1 R 4

[Signature]
Lot # 16

Ronda L. Branch
Lot # 41

[Signature]
Lot # 4 Replat 6

[Signature]
Lot # 5 Replat 6

[Signature]
Lot # 49 R2

Michael E. Meek
Lot # 131

Lot # _____

Lot # _____

Witnessed my hand and notarial seal the day and year last above written.

BOOK 1036 PAGE 466

EXHIBIT "A"

The Farm is a subdivision in Douglas County Nebraska covering real property as surveyed, platted and described in pertinent documents filed and recorded in the following books and pages at the Douglas County Office of the Register of Deeds:

<u>DOCUMENT</u>	<u>BOOK</u>	<u>PAGE</u>
-The Farm <i>OC 11910</i>	1573	720
The Farm Replat I <i>VX C</i>	1774	7
The Farm Replat II <i>-241-57</i>	1776	285
The Farm Replat III <i>01164</i>	1813	528
-The Farm Replat IV <i>-DC 11913-212</i>	1826	672
-The Farm Replat V <i>-212</i>	1862	538
-The Farm Replat VI <i>-21254021</i>	1839	696
The Farm Vacation	749	296

RECEIVED
 Oct 13 11 40 AM '98
 GEORGE J. BUCLEWICZ
 REGISTER OF DEEDS
 DOUGLAS COUNTY, NEB.

0500



BK 1431 PG 053-062



MISC 2002 06805

SHARD N. TAKECHI
REGISTER OF DEEDS
DUBLAS COUNTY, NE

2002 MAR 26 AM 10:36

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misc
 10
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FEE 79.50 FB See back
 BKP _____ C/O _____ COMP 7/2
 DEL _____ SCAN OK FV _____

Temp. 12.4.01

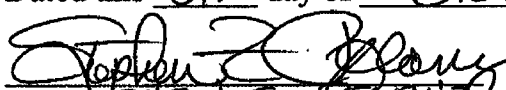
RETURN: MARK Go.lds
22243 HOMESTEAD Rd
2/khad NE. 68022
 1072

SEVENTH AMENDMENT TO PROTECTIVE COVENANTS

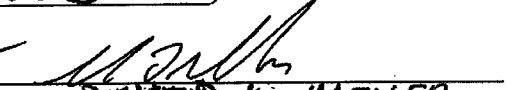
The undersigned, being owners of real estate located in The Farm, a subdivision in Douglas County, Nebraska, as surveyed, platted and recorded, and more particularly described on Exhibit "A" attached hereto and incorporated herein by reference, do hereby state, publish and declare that the real estate contained in platted areas of The Farm subdivision be owned, conveyed and used under and subject to the following change in covenant 8d. There is no change in any other covenants, conditions, restrictions and easements.

8d. Exterior Details. The roofs of residential dwellings and outbuildings shall have wood or 40 year Celotex Presidential Shake AR weathered wood fiberglass composition shingles. (If for any reason 40 year Celotex Presidential Shake AR weathered wood fiberglass composition shingles are not available, the Protective Covenants Compliance Committee shall select a suitable substitute 40 year composite shingle in weathered wood appearance and color.) Exposed portions of the foundation on the front, sides and rear of each dwelling and outbuilding are to be covered with either siding or clay-fired brick, or stucco painted to match the exterior siding color. All exposed portions of fireplace chimneys shall be faced with clay-fired brick or stone. Exterior colors used in new construction or in improvements such as periodic repainting shall be neutral or earth tones.

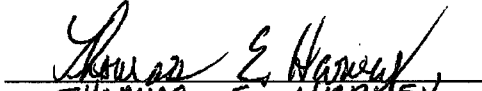
Dated this 21 day of October, 2001.


STEPHEN E. KELFANZ


Lot # 29


DAVID E. MILLER

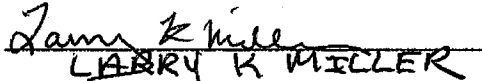
Lot # 51 Replat # 2


THOMAS E. HARNEY

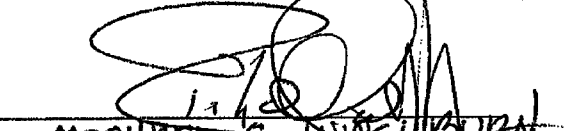
Lot # 34


MARK W. GUILDS

Lot # 55 REPLAT 2


LARRY K. MILLER

Lot # 23


MICHAEL E. WASHBURN

Lot # 56 REPLAT 2

Stein Hordvik
STEIN-INGE HORDVIK
Lot # 13

G. Kneifel
GREGORY KNEIFL
Lot # 2 R 5

Joan Hackett
JOAN C. HACKETT
Lot # 35

Patti Boyle
PATTI A. BOYLE
Lot # 50 R 2

Joan Hackett
JOAN C. HACKETT
Lot # 36

Brian Engel
BRIAN K. ENGEL
Lot # 16

Theresa Manahan
THERESA M. MANAHAN
Lot # 19

Michael E. Meeks
MICHAEL E. MEEKS
Lot # 15

Robert L. Ellen
ROBERT L. ELLEN
Lot # 79 48 R 2

Patricia L. Sheldon
PATRICIA L. SHELDON
Lot # 10

Tom Shaver
THOMAS A. SHAVER
Lot # 49 R 2

William K. Lake
WILLIAM K. LAKE
Lot # 22

C. Craig Bennett
C. CRAIG BENNETT
Lot # 53 R 2

Beverly Timending
BEVERLY TIMERDING
Lot # 4

Thomas H. Rosenquist
THOMAS H. ROSENQUIST
Lot # 37

Beverly Timending
BEVERLY TIMERDING
Lot # 5

Mark Boschoet
MARK T. BOSCHOET
Lot # 5 R 6

John W. Utrie
JOHN W. UTRIE
Lot # 33

Brian Broderick
BRIAN BRODERICK
Lot # 1

Donald R. Kaiser
DONALD R. KAISER
Lot # 31

Marcia D. Heywood
MARCIA D. HEYWOOD
Lot # 54 R 2

Margaret L. Bullock
MARGARET L. BULLOCK
Lot # 21

James M. McCoy
JAMES M. MCCOY
Lot # 47 R 2

Carl A. Bartenhagen
CARL A. BARTENHAGEN
Lot # # 24

Edward J. Weber
EDWARD J. WEBER
Lot # 57 R 2

John G. Lynch
JOHN G. LYNCH
Lot # # 9

Pat Dahm
NOT PART OF COVENANTS
PATRICIA R. DAHMKE
Lot # 2

John C. Flor
JOHN C. FLOR
Lot # 43 R 2

Karen L. Hodges
KAREN L. HODGES
Lot # # 11

Bob Nebe
ROBERT A. NEBE
Lot # 45 R 2

Larry G. Poindexter
LARRY G. POINDEXTER
Lot # 20

Bob Karasek
ROBERT L. KARASEK
Lot # 17

Pam Wood
PAMELA J. WOOD
Lot # 1R5

Robert P. Johnston
ROBERT P. JOHNSTON
Lot # 14

Don Peers
DONALD R. PEERS
Lot # 18

Gary F. Perkins
GARY F. PERKINS
Lot # 44 R2

Michael A. Hedge
MICHAEL A. HEDGE
Lot # 30

Michael F. Benson
MICHAEL F. BENSON
Lot # 21

Leroy Roberts
LEROY ROBERTS
Lot # 2-R4

Albert J. Wees
ALBERT J. WEES
Lot # 46 R2

David L. Miller
DAVID L. MILLER
Lot # 51 REPIAT #2

Stan M. Bartz



Lot # _____

Lot # _____

Lot # _____

Lot # _____

Lot # _____

Lot # _____

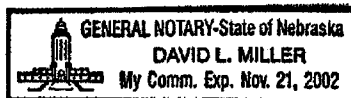
Lot # _____

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 21st day of October, 2001, before me, the undersigned, a Notary Public, duly commissioned and qualified for and in said County, personally came the aforesigned individuals to me known to be the identical persons whose names are affixed to the foregoing Seventh Amendment to Protective Covenants and acknowledge the execution thereof to be their voluntary act and deed.

Stephen F. Pflanz	Thomas E. Harvey	Larry K. Miller	Mark W. Guilds
Michael C. Washburn	Stein-Inge Hordvik	Joan C. Hackett 35	Joan C. Hackett 36
Theresa M. Manahan	Robert Luellen	Thomas A. Shaver	C. Craig Piennentt
Thomas H. Rosenquist	Gregory Kneifl	Patti A. Boyle	Brian K. Engel
Michael E. Meeks	Patricia L. Sheldon	William K. Lake	

Witnessed my hand and notarial seal the day and year last above written.



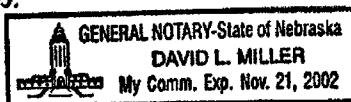
[Signature]
Notary Public

On this 31st day of October, 2001, before me, the undersigned, a Notary Public, duly commissioned and qualified for and in said County, personally came the aforesigned individuals to me known to be the identical persons whose names are affixed to the foregoing Seventh Amendment to Protective Covenants and acknowledge the execution thereof to be their voluntary act and deed.

Beverly Timerding 4	Karen L. Hodges	John C. Flor	Michael A. Hedge
Beverly Timerding 5	Larry G Poindexter	Robert A. Nebe	Michael F. Benson
Mark T. Boschult	John W. Utrie	Robert L. Karasek	Leroy Roberts
Brian Broderick	Donald R. Kaiser	Pamela J. Wood	Alert J. Wees
Marcia Heywood	Margaret L. Bullock	Robert P. Johnston	
James M. McCoy	Carl A. Bartenhagen	Donald R. Peers	
Edward J. Weber	John G. Lynch	Gary A. Perkins	

Witnessed my hand and notarial seal the day and year last above written.

STATE of NEBRASKA) ss.
COUNTY of Douglas)



[Signature]
Notary Public

EXHIBIT "A"

The Farm is a subdivision in Douglas County Nebraska covering real property as surveyed, platted and described in pertinent documents filed and recorded in the following books and pages at the Douglas County Office of the Register of Deeds:

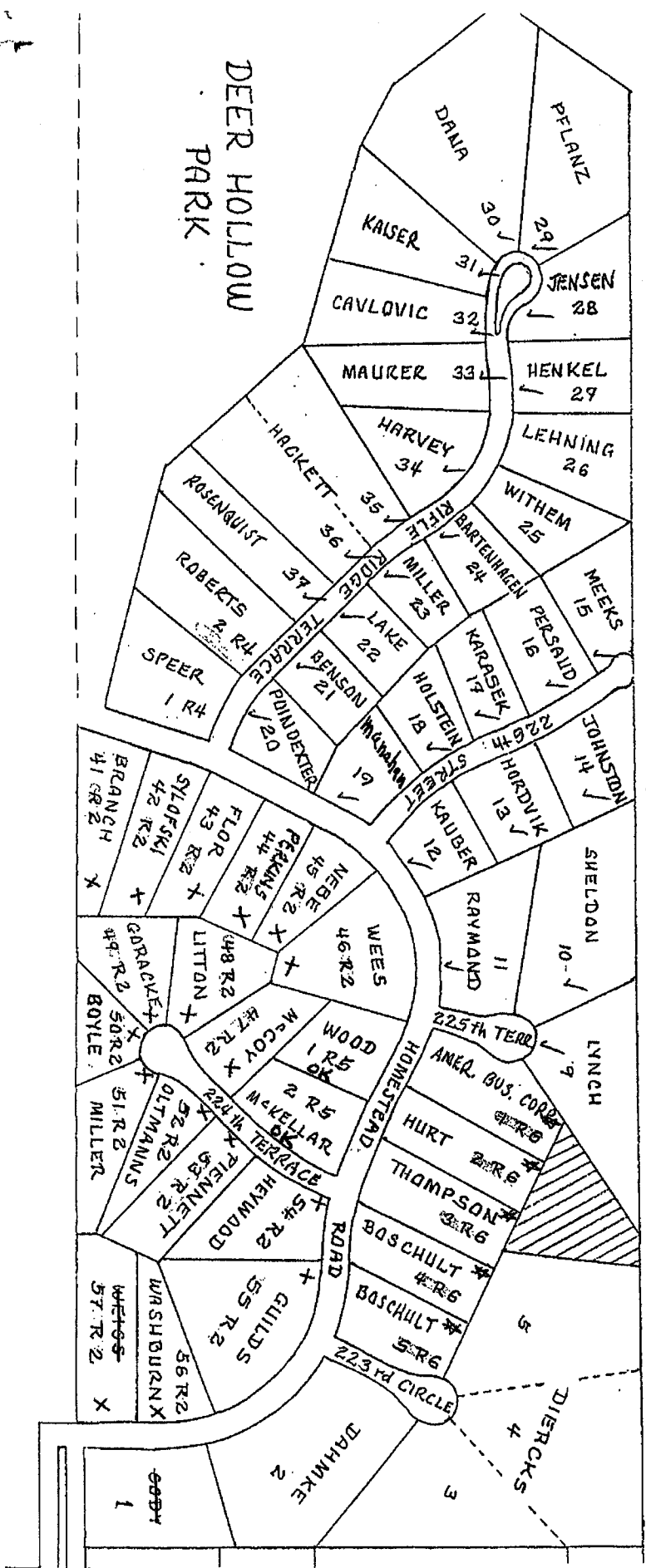
<u>DOCUMENT</u>	<u>BOOK</u>	<u>PAGE</u>
The Farm	1573	720
The Farm Replat I	1774	7
The Farm Replat II	1776	285
The Farm Replat III	1813	528
The Farm Replat IV	1826	672
The Farm Replat V	1862	538
The Farm Replat VI	1839	696
The Farm Vacation	749	296

Seventh Amendment to Protective Covenants applies to the lots listed below:

<i>00-11910</i>	The Farm:	1, 2 , 1 , 3 , ⁴⁹ 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37
	The Farm Replat I	Outlot 1
<i>00-11917</i>	The Farm Replat II	41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51 , 52 , 53, 54, 55, 56, 57
<i>00-11918</i>	The Farm Replat III	4 , Outlot 1
<i>00-11919</i>	The Farm Replat IV	1, 2
<i>00-11916</i>	The Farm Replat V	1, 2
<i>00-11913</i>	The Farm Replat VI	1, 2, 3, 4, 5
<i>00-11921</i>	The Farm Replat 8 LTS	1, 2
<i>00-11914</i>	The Farm Replat 7 LTS	1, 2 6

Front view
coldest history
loggers with

The Farm



SID No. 277 Resident Homeowners

16-Jan-02

ACCT	LAST NAME	FIRST NAME	SPOUSE NAME	STREET ADDRESS	TELEPHONE	LOT NBRS
024	Barthenagen	Carl A.	Evelyn D.	22746 Rifle Ridge Terrace	(402) 332-4150	24
021	Benson	Michael F.	Peggy	22716 Rifle Ridge Terrace	(402) 332-4706	21
012	Bolamperti	Matthew P.	Mary J.	3939 So. 226 Terrace	(402) 332-2616	12
805	Boschult	Mark T.	Gall	22306 Homestead Road	(402) 332-5685	05 Replat 6
250	Boyle	Ned F.	Patti A.	4041 So. 224 Terrace	(402) 332-4835	50 Replat 2
001	Broderick	Brian	Cheryl	22224 Homestead Road	(402) 332-0050	01, Outlot 1
252	Broekemeier	David A.	Robin	4025 So. 224 Terrace	(402) 332-5418	52 Replat 2
027	Bullock	John B.	Margaret L.	22816 Rifle Ridge Terrace	(402) 332-5385	27
032	Cavlovic	Francis J.	Linda K.	22821 Rifle Ridge Terrace	(402) 332-3564	32
002	Dahmke	Patricia L.		3926 So. 222 Street	(402) 332-3554	02, Replat 3
804	Denham	Tom C.	Janet R.	22318 Homestead Road	(402) 332-2620	04 Replat 6
016	Engel	Brian K.	Cynthia S.	3910 So. 226 Terrace	(402) 332-5019	16
243	Flor	John C.	Susan P.	22631 Homestead Road	(402) 332-3648	43, Replat 2
004	Gant	John	Beverly	3905 S. 223 Circle	(402) 916-9000	03, 04
255	Guilds	Mark W.	Maureen (Mo)	22243 Homestead Road	(402) 332-5650	55 Replat 2
035	Hackett	Charles D.	Joan C.	22735 Rifle Ridge Terrace	(402) 332-4460	35, 36
241	Harman	Vince	Sue	22649 Homestead Road	(402) 332-5105	41 Replat 2
034	Harvey	Thomas E.	Sallyann	22805 Rifle Ridge Terrace	(402) 332-3506	34
030	Hedge	Michael	Michelle	22833 Rifle Ridge Terrace	(402) 332-0111	30
601	Henkel	Larry R.	Loree J.	22428 Homestead Road	(402) 332-4430	01 Replat 6
254	Heywood	Michael D.	Marcia D.	22311 Homestead Road	(402) 332-3030	54 Replat 2
011	Hodges	Robert L.	Karen Lynn	3920 So. 225 Terrace	(402) 332-3065	11
013	Hordvik	Nancy L.	Stein-Inge	3925 So. 226 Terrace	(402) 332-5840	13
602	Hurt	Vern E.	Linda H.	22416 Homestead Road	(402) 332-4284	02 Replat 6
028	Jensen	William R.	Mary Ann	22822 Rifle Ridge Terrace	(402) 332-5516	28
603	Johnson	Ken L.	Ann V.	22404 Homestead Road	(402) 332-2908	03 Replat 6
014	Johnston	Robert P.	Patricia L.	3911 So. 226 Terrace	(402) 332-3414	14
031	Kaiser	Donald R.	LuAnn E.	22827 Rifle Ridge Terrace	(402) 332-3935	31
017	Karasek	Robert L.	Cynthia E.	3918 So. 226 Terrace	(402) 332-4665	17
502	Kneiff	Gregory	Julie	4008 So. 224 Terrace	(402) 332-5293	02 Replat 5
022	Lake	William K.	Kathryn H.	22726 Rifle Ridge Terrace	(402) 332-4916	22
248	Luelien	Rob	Marietta	4034 So. 224 Terrace	(402) 332-9985	48 Replat 2
009	Lynch	John G.	Winona (Nonie)	3905 So. 225 Terrace	(402) 332-4477	09
019	Manahan	Michael G.	Theresa M.	22612 Homestead Road	(402) 332-5713	19
247	McCoy	James M.	Kathleen R.	4022 So. 224 Terrace	(402) 332-4551	47 Replat 2
015	Meeks	Michael E.	Karen E.	3904 So. 226 Terrace	(402) 332-5696	15
251	Miller	David L.	Angie	4035 So. 224 Terrace	(402) 332-4416	51 Replat 2
023	Miller	Larry K.	Judith Ann	22736 Rifle Ridge Terrace	(402) 332-4782	23
245	Nebe	Robert A.	Judy	22607 Homestead Road	(402) 332-3250	45 Replat 2
018	Peers	Donald R.	Jeanne A.	3928 So. 226 Terrace	(402) 332-5433	18
244	Perkins	Gary A.	Carol J.	22621 Homestead Road	(402) 332-5870	44 Replat 2
029	Pflanz	Stephen F.	Anona M.	22828 Rifle Ridge Terrace	(402) 332-3524	29
253	Piennett	C. Craig	M. B.	4015 So. 224 Terrace	(402) 332-3160	53 Replat 2
020	Poindexter	Larry G.	Suzanne D.	22706 Rifle Ridge Terrace	(402) 332-3841	20
402	Roberts	Leroy	Patricia A.	22717 Rifle Ridge Terrace	(402) 332-5811	02 Replat 4
037	Rosenquist	Thomas H.	Dianne	22723 Rifle Ridge Terrace	(402) 332-4323	37
249	Shaver	Thomas A.	Vicky L.	4040 So. 224 Terrace	(402) 332-5986	49 Replat 2
010	Sheldon, Jr.	Laurence F.	Patricia L.	3910 So. 225 Terrace	(402) 332-4622	10
401	Speer	Bradley K.	Louise A.	22705 Rifle Ridge Terrace	(402) 332-4324	01 Replat 4
242	Sylofski	Edward J.	Gerrie	22707 Homestead Road	(402) 332-4513	42 Replat 2
033	Utrie	John W.	Linda A.	22815 Rifle Ridge Terrace	(402) 332-5734	33
256	Washburn	Michael C.	Lori	22233 Homestead Road	(402) 332-5778	56 Replat 2
257	Weber	Edward J.	Linda M.	22223 Homestead Road	(402) 332-3357	57 Replat 2
246	Wees	Albert J.	Sharon (Shari)	22515 Homestead Road	(402) 332-3131	46 Replat 2
501	Wood	Jack R.	Pamela J.	22419 Homestead Road	(402) 332-4338	01 Replat 5

Total: 55

SID No. 277 Non-Resident Owners

16-Jan-02

<i>ACCT</i>	<i>LAST NAME</i>	<i>FIRST NAME</i>	<i>SPOUSE NAME</i>	<i>STREET ADDRESS</i>	<i>TELEPHONE</i>	<i>LOT NBRS</i>
025	Dixon	William J.	Mary Jo	3905 S. 223 Circle Elkhorn 68022	(402) 332-4226	25
026	Green	Leslie L.	Jean C.	1221 Skyline Drive Elkhorn 68022	(402) 289-3592	26
005	Stratman	Steven	Rhonda	S. 223rd Circle Elkhorn 68022		05

Total: 3



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 BKP *SLA-1* C/O _____ COMP *mb*
 DEL _____ SCAN _____ FV *KH*

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Register of Deeds, Douglas County, NE
5/11/2010 15:41:57.82



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Return To: RON Eggers
2120 So. 72nd St. Suite 1500
Omaha, NE 68124

AMENDED AND RESTATED PROTECTIVE COVENANTS

The undersigned, being owners of real estate located in The Farm, a subdivision in Douglas County, Nebraska, as surveyed, platted and recorded, and more particularly described on Exhibit "A" attached hereto and incorporated herein by reference, do hereby state, publish and declare that the Real Estate contained in The Farm subdivision be owned, conveyed and used under and subject to the following covenants, conditions, restrictions and easements.

1. DEFINITIONS: The following terms, used throughout this document, are defined as follows:

Assessments. Annual assessments for general operations and special assessments for atypical expenses as established and collected in accord with The *Bylaws of The Farm Homeowners Association*.

Association. The Farm Homeowners Association, a Nebraska not-for-profit corporation.

Board of Directors. The Board of Directors of the Association.

Common Facilities. Any of the amenities that exist or may be constructed (such as recreation facilities, roads, pathways, green areas and gardens) on property owned or leased by the Association, on property subject to an easement in favor of the Association, or on property owned by a Sanitary and Improvement District.

Covenants. The provisions of these Amended and Restated Protective Covenants.

Lot. A separate, platted lot in the Subdivision. All of said Lots may be collectively referred to herein as "Lots".

Outbuilding. A building separate, apart, and detached from the residence located upon the Lot.

Owner. 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 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 these Covenants.

Real Estate. The real property making up "The Farm" subdivision.

Vote. An Owner's right to cast a ballot in deciding business matters described in these Covenants which require or allow referenda. The Owner of each Lot, whether one or more persons or entities, shall collectively be entitled to one (1) vote for each Lot owned. In the event that any Owner owns two (2) or more Lots that are contiguous, such Owner shall only be entitled to a total of one (1) vote, that is, such Owner shall not be entitled to a vote for each Lot that is owned by such Owner. In the event that any Owner owns multiple Lots that are not contiguous, such Owner shall be entitled to one (1) vote for each Lot that is not contiguous to another Lot.

2. SCOPE. These Covenants supercede and replace any and all protective covenants and amendments to such protective covenants previously governing the Real Estate. These Covenants run with the land and are binding on all present and future Owners, users, and occupants of all or any part of the Real Estate described in Exhibit "A" until January 1, 2035.

3. SEVERABILITY AND APPROVAL. All Covenants herein are deemed severable and invalidation of any of these Covenants by judgement or court order or any governmental action shall not affect the validity or enforceability of the remainder of the Covenants. No amendments, modifications or alterations shall be made to these Covenants without the written approval of at least seventy-five (75) percent of all Owners of platted lots in the Subdivision.

4. NON-COMPLIANCE. If the present or future Owners, users or occupants of any of the platted Lots in said Real Estate shall cause or attempt to cause non-compliance with any provision of these Covenants, it shall be lawful for any Owner to prosecute an action at law or in equity against that person, firm or corporation causing or attempting to cause non-compliance with any such provision, and to prevent such party from taking such action or to recover damages for such non-compliance. Every Owner may advise any other Owner when the condition of his property is, or may be, non-compliant with provisions of these Covenants. If such advice is not sufficient to cause the Owner to correct such deficiency, prior to bringing any independent legal action, Owner(s) may, and are strongly encouraged, to first attempt a satisfactory remedy through the *Non-Compliance Notification and Decision Process* explained in Section 20.

5. HOMEOWNERS ASSOCIATION.

a. The Association. The Owners have incorporated The Farm Homeowners Association, (Association). The Association has as its purpose the promotion of the health, safety, recreation,

upkeep, and replacement of Common Facilities for the general use, benefit, and enjoyment of the Owners.

(2) The promulgation, enactment, amendment, and enforcement of rules and regulations governing use of Common Facilities, provided, that such rules must uniformly applicable to all Owners. Such rules and regulations may permit or restrict use of the Common Facilities by Owners, their families, their guests, and by other persons who may be required to pay a fee or other charge in connection with the use or enjoyment of any Common Facility.

(3) The exercise, promotion, enhancement, and protection of the privileges and interests of the Owners and the protection and maintenance of the residential character of The Farm.

b. Membership and Voting. The Farm, including various replats of The Farm, has been developed into 59 Lots and a total of 57 single-family homes have been constructed upon such Lots. The Owner of each Lot shall be a member of the Association. Membership in the Association may not be separated from ownership of a Lot. Members' voting rights are as described in Section 1, DEFINITIONS. Lots 35 and 36 shall constitute a single Lot for voting purposes.

c. Powers 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 to administer the affairs of the Association. Such powers shall include, but not be limited to, the following:

(1) The acquisition, development, maintenance, repair, replacement, operation, and administration of Common Facilities and the establishment and enforcement of rules, regulations, and fees relating to the Common Facilities.

(2) The landscaping, mowing, watering, repair, and replacement of and improvements on Common Facilities.

(3) The fixing, levying, collecting, abatement, and enforcement of all charges, dues, or assessments made pursuant to the terms of these Covenants.

(4) The expenditure, commitment, and payment of Association funds to accomplish the purposes of the

(5) The exercise of all of the powers and privileges and the performance of all duties and obligations of the Association, as set forth in these Covenants as the same may be amended from time to time.

(6) The acquisition by purchase, lease, or otherwise, of any right, title, or interest in real or personal property, wherever located, in connection with the affairs of the Association.

(7) The deposit, investment, and reinvestment of Association funds in bank accounts, securities, money market funds or accounts, certificates of deposit, or the like.

(8) The rendering to the members of the Association, not less frequently than annually, of a financial report detailing all revenues and expenditures.

(9) 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 and obtaining policies of insurance for liabilities relating to the business of the Association and the Common Facilities.

(10) The execution of such documents and the performance of such acts as may be necessary or appropriate to accomplish general administration and management of the assets of the Association.

(11) The performance of such acts and the execution of such instruments and documents as may be necessary or appropriate to accomplish the purposes of the Association.

e. Imposition of Assessments. The Board of Directors may fix, levy, and charge Assessments to the Owner of each Lot as specified in the *Bylaws* of the Association. Said Assessments shall be payable at the times and in the manner prescribed in the *Bylaws* of the Association.

f. Abatement of Assessments. Assessments shall be fixed at a uniform rate for all Lots. Notwithstanding any other provisions of these Covenants, the Board of Directors may abate all or part of the Assessments due with respect to any Lot.

attorneys' fees shall be the personal obligation of the Owner of the affected Lot, and shall be a continuing lien upon the Lot. The personal obligation for payment of delinquent Assessments shall not pass to the successor in title to the Owner, unless such Assessments are expressly assumed by the successors. All successors in title shall, however, take title subject to the lien for such Assessments, interest, and fees and shall be bound to inquire of the Association as to the amount of any unpaid Assessments.

h. Purpose of Assessments. The Assessments collected by the Association may be committed and expended to accomplish the purposes, to execute the powers, and to perform the responsibilities of the Association described in this Section 5 and for other purposes consistent therewith.

i. Certificate as to 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 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 Assessment or installment thereof. The Assessments shall be and become a lien as of the date such amounts first become due and payable.

j. Remedies for Nonpayment of Assessments. Any installment of Assessments that is not paid when due shall bear interest from the due date at the rate of sixteen percent (16%) per annum or the maximum rate of interest allowed by state law, whichever is less, compounded annually. The Association may institute suit against the Owner of the Lot against which the Assessment is levied to recover payment, or foreclose the lien against the Lot in the same manner as the foreclosure of a mortgage, or pursue any other legal or equitable remedy. The Association shall be entitled to recover, as a part of such action, the interest, costs, and reasonable attorneys' fees incurred by the Association with respect to such action. 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.

k. Subordination of the Lien to Mortgage. The lien of Assessments provided for herein shall be subordinate to the lien of any mortgage, land contract, or deed of trust given as collateral for any bona fide loan. Sale or transfer of any Lot shall not affect or terminate the Assessment lien.

a. Approve or disapprove owner-submitted construction and renovation plans in accord with Section 11 of these covenants.

b. Comply with Section 20, the *Non-Compliance Notification and Decision Process*, which is intended to preclude imprudent independent legal action by any lot Owner.

7. USE OF LOTS. All Lots in the Subdivision shall be used only for single-family residential purposes except such Lots, or portions thereof, as hereafter may be conveyed to and dedicated by Sanitary and Improvement District No. 277 of Douglas County, Nebraska for recreational use, solely and only for the use of Subdivision residents. Said single-family residential requirement and additional land use provisions of these Covenants shall take priority over all existing or future zoning imposed by any township, city, county, or other jurisdiction if such regulation is less restrictive or inconsistent with these Covenants. Nothing in this section precludes a residence from including home offices for the self-employed or telecommuters.

8. RECREATIONAL LAND USE. Lands conveyed to and dedicated by Sanitary and Improvement District No. 277 of Douglas County, Nebraska for recreational uses shall be used only for such purpose. Rules, codes and restrictions governing the use of said dedicated lands shall be established and maintained by the Board of Trustees of Sanitary and Improvement District No. 277, for so long as the District is legally in existence and, if not in existence, by the Association. Established rules, codes, leases, easements, and restrictions shall be binding upon all present and future owners of all or any part of the Subdivision.

9. WATER SERVICE CONNECTION. Prior to connecting to the water supply system of Sanitary and Improvement District No. 277, the Owner, in addition to complying with the provisions of Section 11, must first pay the applicable water service connection fee.

10. CONSTRUCTION STANDARDS. New construction on, or improvements to any platted lot shall be subject to the following restrictions.

a. Minimum Building Area. No Lot shall be used as a building site for a residential structure if the lot has been reduced in area below its platted size.

b. Minimum Yards. The minimum yard setback requirements for dwellings for all Lots in the Subdivision shall be as follows (for accessory building setback requirements, see Section 12(d):

c. Minimum Dwelling Size. No residential dwelling structure shall contain less than two thousand one hundred (2,100) square feet of finished living space (exclusive of porches, breezeways and garages) and the foundation walls for a multi-story dwelling (exclusive of breezeways and attached garages) must enclose a ground area of not less than one thousand five hundred (1,500) square feet.

d. Exterior Details. The exterior of residential dwellings, garages, and Outbuildings must meet the guidelines and restrictions of this paragraph. Roofs shall be shingled in wood or architectural composite shingles. Non-wood shingles must be 40-year guarantee quality or better, and made to resemble weathered wood in appearance and color. Walls shall be covered in brick, stone, stucco, lapsiding, shingle siding, or a vertical panel siding made to resemble wood. Synthetic stucco, extruded plastic or metal siding, and concrete block are not permitted except that any siding materials installed prior to the date of execution of these Covenants shall be exempt from this restriction. Any renovation subsequent to the date of execution of these Covenants must comply with all provisions of this Section 10. Exposed portions of the foundation on the front, sides and rear shall be covered with either siding, painted brick-form poured concrete, clay-fired brick, or stucco painted to match the exterior siding color. All exposed portions of fireplace chimneys shall be faced with clay-fired brick or stone. Exterior colors used in new construction or in improvements such as periodic repainting shall be neutral (light to middle values of gray) or subdued earth tones (red, yellow, or green hues containing some brown or neutral gray).

e. Construction Duration Limit. Construction of residential dwellings, garages, Outbuildings, and exterior renovations including driveways and lawns, must show continuous progress and be completed within one year from the start of the project. This time limit may be revised under extenuating circumstances that can be verified by the Board of Directors.

f. Garages. Each residence shall include an enclosed garage (attached, detached or basement type) capable of housing at least two passenger cars, except that each dwelling located within The Farm, Replat VI, shall include a garage which is an integral part of said dwelling, and is capable of housing at least three passenger cars.

g. Utilities Conduits. All outside utilities conduits

i. Fences. Each fence must be constructed of uniform materials and, with the exception of split-rail types, must be restricted to the rear of the front building line. Non-rigid fence materials such as rope, wire, barbed wire, chicken wire, and soft plastics are specifically prohibited except for garden fences. Temporarily during the winter season, snow fences may be erected beside driveways, and frangible picket rods may be placed along lot boundaries to identify roadway edges.

j. Trees. Subject to the restrictions in Section 16, not less than three ornamental or deciduous shade trees must be planted within one year after excavation for footings, and thereafter maintained in good growing condition or replaced as necessary.

11. CONSTRUCTION PLANS, SUBMITTAL AND APPROVAL. Prior to any new home construction, exterior renovation (including but not limited to painting, re-roofing, and fencing) or construction of Outbuildings, the Owner must first submit construction plans to the Board of Directors to obtain written approval. The plans must contain sufficient detail and an intended completion date to assure the Board of Directors can verify compliance with these Covenants.

Within fourteen (14) days after receipt of said plans, the Board of Directors shall either notify the Owner in writing of approval or disapproval and the reason thereof. If the Board of Directors shall fail to send the notice on or before the fourteenth (14th) day, such plans shall be deemed approved. The construction of any improvement on any Lots shall not be approved by the Board of Directors, or by default of notification by the Board of Directors, if such construction will violate any provision of these covenants. The Board of Directors has no authority or power to waive and shall not waive any of the requirements of these covenants.

12. OUTBUILDINGS. In the event the Owner of any Lot elects to construct, rebuild, or renovate an Outbuilding, the Outbuilding shall be subject to and comply with each and every of the following terms and restrictions:

a. Permanency. Such Outbuildings shall be of a permanent nature and shall include concrete footings, a concrete foundation, and a concrete slab floor. No prefabricated or preconstructed building may be utilized as an Outbuilding.

b. Dimensions. The foundation walls of any Outbuilding shall enclose a ground area of no less than one hundred (100)

include the roof. The roof must have the same slope and pitch as the residence located on such Lot.

d. Setbacks. Any Outbuilding shall be situated on such Lot, so that the Outbuilding shall not be closer to the front lot line than the rear building line of the residence located on such Lot, and such Outbuilding shall not be constructed closer than ten (10) feet to the rear Lot line of such Lot nor closer than ten (10) feet to the nearest side Lot line of such Lot.

e. Additional Restrictions. Any Outbuilding shall also be subject to all of the terms, provisions, and conditions included in Section 10, CONSTRUCTION STANDARDS, Subsections (d) through (g), of these Covenants.

f. Commercial Prohibition. No Outbuilding may be used for any commercial or business activity of any nature whatsoever.

g. Residential Prohibition. No person may occupy an Outbuilding for residential purposes.

h. Number Limitation. Not more than one (1) Outbuilding may be built on any Lot.

i. Grandfather Clause. Any Outbuilding with respect to which construction commenced prior to January 1, 2005, shall be exempt from the terms and provisions of subsections (a) Permanency, (b) Dimensions, and (c) Height, of this Section 12. Any Outbuilding rebuilt or renovated subsequent to January 1, 2005 must comply with all the provisions of this Section.

13. MODULE HOME AND VEHICLE RESTRICTIONS. Prefabricated or module homes shall not be assembled on, moved onto, or permitted to remain on any Lot or portion thereof in the Subdivision. No vehicles, trailers, boats or other recreational or commercial equipment shall be stored, parked, or left standing on any Lot, public street, or common area in the Subdivision for longer than fourteen (14) consecutive days.

14. ANIMALS PROHIBITED OR RESTRICTED. It is the intention of these covenants that no Lot in the Subdivision shall have any livestock or poultry maintained, housed or boarded on said Lot at any time. However, the Owner of Lot 1 of the The Farm original plat, the Owner of Lot 1 of Replat 8, and the Owner of Lot 2 of Replat 8 may maintain, house or board his own horses on his own Lot for personal enjoyment or that of his family, provided said maintenance, housing or boarding complies with state, county, and local permit requirements

to the boundaries of the Owner's Lot, unless said animals are under the supervision of a person competent to control them.

15. PROHIBITED CONDITIONS AND ACTIONS. None of the Real Estate shall be used in whole or part for the storage of any property or thing that will cause the land to appear in an unclean or untidy condition, or that will be obnoxious to the eyes, or not compatible with the surrounding dwellings; nor shall any substance or materials be kept upon the land that will emit a foul or noxious odor. Yard clippings and composted materials used for land conditioning must meet the above conditions and restrictions. Rubbish, trash, and garbage shall not be permitted to remain on any Lot in the Subdivision and containers for trash, when not awaiting commercial pickup service, shall be stored so as not to be visible from the street or neighboring properties. Open burning shall not be allowed within the subdivision without a fire permit issued by the appropriate authority. Nor shall the land be used in any manner that will or might cause any excessive, prolonged, or recurrent sounds which could, would, or does disturb the peace, quiet, comfort or serenity of the occupants of the surrounding property. Such sounds include, but are not limited to, excessive, prolonged, or recurrent dog barking or howling. No projectiles of any type or nature whatsoever shall be fired or discharged upon, over or across any Real Estate in the Subdivision.

16. CONTROL OF PLANTS. No garden crops or field crops shall be grown between the street and the dwelling, except that ground cover crops such as alfalfa, clover, or grasses may be grown on Lot 2 provided said crops are harvested as frequently as may be required to maintain an aesthetically pleasing appearance. No trees, shrubs, hedges or other plants shall be maintained or permitted in such proximity to any Lot as will interfere with the use or maintenance of any street or walk, or the unobstructed view at street intersections or otherwise interfere with or hinder the safety of vehicles or pedestrians. The Owner shall take whatever steps are necessary to control and eliminate noxious weeds on his or her Lot. Sufficient ground cover shall be maintained on each Lot to prevent erosion. Any and all dead trees in the maintained lawn area must be removed promptly at the Owner's expense. The Owner is responsible for maintaining any and all plantings on subdivision rights-of-way unless those plantings were installed under direction of, and maintenance responsibility explicitly accepted by, SID No. 277 or the Association.

17. ANTENNAS AND ABOVE-GROUND TANKS. Outside radio or television antennas shall not be erected on any lot or structure with the exception that television satellite antennas may be erected on an exterior wall of a structure provided they are smaller than eighteen (18) inches in diameter, and ground-mounted satellite antennas

positioned to the rear of the front building line of the residence. All above-ground tanks must be screened by plantings or approved fences so as not to be obvious or readily visible from the street and from neighboring properties.

18. SIGNS. No signs or placards may be placed, erected, or installed on any Lot or common area, or along any right-of-way in the Subdivision, with the exception that professionally printed signs may be placed as follows:

a. Signs directing vehicular traffic may be installed along subdivision rights-of-way when approved by the governmental agency or agencies responsible for authorizing said signs.

b. Signs designating rules and restrictions for use of recreational or common areas may be placed in, or along the perimeters of, those areas when approved by the agency responsible for managing said areas.

c. The Owner of a Lot may place or cause the placement of a sign on said Lot announcing the offering of his residence for sale.

d. The Owner of a Lot may temporarily place or cause the placement of signs on said Lot expressing support for candidates for election to public office or ballot issues to be voted at an election. Said signs must not be placed prior to forty-five (45) days before and must be removed immediately after said election.

e. The Owner of a Lot may temporarily place or cause the placement of signs on said Lot expressing support for schools, sports teams, and community betterment topics. Said signs may be displayed for only thirty (30) days during any six-month period.

f. None of the signs described in this section shall contain more than four (4) square feet in area.

19. EASEMENTS. A perpetual license and easement is hereby granted to the Omaha Public Power District, Qwest Communications and any company which has been granted a franchise to provide a cable television system, their successors and assigns, to erect, operate, maintain, repair, and renew poles, wires, cables, conduits and other related facilities, and to extend thereon wires or cables for the carrying and transmission of electric current for light, heat and power and for the transmission of signals of all kinds including signals provided by a cable television system, and the reception on, over, through, under and across a five-foot (5') wide strip of land

Improvement District No. 277, its successors and assigns, to install, operate, use, maintain, repair, replace and renew pipelines, hydrants and other related facilities, and to extend thereon pipes for the transmission of water and gas on, through, under and across a five-foot (5') wide strip of land abutting all streets. Said license and easements are granted for the use and benefit of all present and future owners of Lots in said Subdivision. No permanent buildings or retaining walls shall be placed in said easementways, but the same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the aforesaid uses and rights granted herein.

20. NON-COMPLIANCE NOTIFICATION AND DECISION PROCESS. To initiate the process described in this section, an Owner must submit a written allegation to the Association's Board of Directors that the condition of a specific Lot is, or may be, non-compliant with provisions of these Covenants. The authority and responsibility for deciding whether the condition of a Lot is non-compliant rests solely with the Board of Directors of the Association. After receiving a written allegation, the Board of Directors shall complete the process described in subparagraphs (a) through (f). The process is represented graphically in Exhibit "B" attached hereto and incorporated herein by reference.

a. Review of the Allegation. The Board of Directors shall review the allegation and decide, by a majority vote at a regular or special meeting, whether the condition of the Lot is non-compliant.

b. Notification to Complainant Owner. If, after review of the specific provisions cited in the allegation and physical inspection of the conditions and circumstances of the subject Lot, the Board of Directors decides the Lot is fully compliant, it shall send the complainant Owner written notice thereof.

c. Notification to the Owner of Property With Non-Compliant Condition. If, after review of the specific provisions cited in the allegation and physical inspection of the conditions and circumstances of the subject Lot, the Board of Directors decides the condition of the Lot is non-compliant, it shall dispatch an ombudsman to meet with the Owner. The purpose of the meeting shall be to notify the Owner regarding the non-compliance situation and to seek voluntary corrective action. Such notification shall be explicit and uncomplicated. The ombudsman shall provide the Board of Directors a written report stating the result of the meeting.

(2) If the ombudsman reports that a voluntary resolution was not reached, the Board of Directors shall schedule a hearing for the Owner to attend. The purpose of the hearing will be to establish with the Board of Directors appropriate actions and deadlines for bringing the Lot into compliance. The hearing date shall be between ten (10) and thirty (30) business days after issuance of notice. The Board of Directors shall send written notice of the hearing date, time, and location to both the Lot owner and complainant Owner. The notice shall also advise the Lot Owner that he may request a change of the date, time, or location of the hearing, and that such request for change must be received by the Board of Directors at least five (5) business days before the scheduled hearing date. The requested change shall not delay the scheduled hearing date more than ten (10) business days. If, in accord with the criteria of this subsection, the Lot Owner requests a change of the date, time, or location of the scheduled hearing, the Board of Directors shall re-schedule the hearing to comply with the Lot Owner's request and shall notify him or her in writing at least five (5) business days prior to the re-scheduled hearing date.

d. Hearing With the Lot Owner. If the Owner of the Lot attends a hearing, the Board of Directors shall determine in good faith, by majority vote, specific corrective action and a deadline date for bringing the Lot into compliance. The decision shall require corrective action that is the minimum necessary to bring the Lot into compliance. Such decision shall establish a deadline date commensurate with the nature and complexity of the corrective action. Within ten (10) business days after the hearing, the Board of Directors shall provide the Lot Owner written confirmation of its decisions.

e. Hearing Without the Lot Owner. If the Owner of the Lot fails to attend a scheduled or re-scheduled hearing, the Board of Directors shall decide, by majority vote, specific corrective action and a deadline date for bringing the Lot into compliance. The corrective action shall be the minimum necessary to bring the Lot into compliance. The Board of Directors shall assign a deadline date commensurate with the nature and complexity of the corrective action. Within ten (10) business days after the hearing, the Board of Directors shall provide the Lot Owner written notice of those decisions.

f. Post-Deadline Action. After a deadline date assigned in accord with subsections (d) or (e) of this Section 20 has passed, the Board of Directors shall determine the status of the property. If corrective action is complete, the Board of

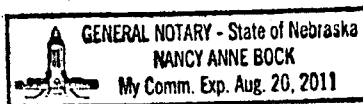
establish a delayed deadline date. If corrective action remains incomplete after the delayed deadline date, or if the Lot Owner refuses negotiations, the Board of Directors may initiate legal action in the name of the Association.

<<<< 0 >>>>

12/30/08
Date

[Signature]
William L. or Wendy L. Anderson,
Owners of Lot 02, The Farm, Replat 8

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)



The foregoing instrument was acknowledged before me, a Notary Public, by William Anderson.

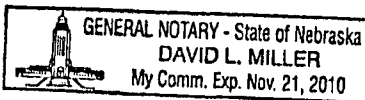
Nancy Anne Bock 12/30/08
Notary Public

Oct 14, 2007
Date

[Signature]
Evelyn D. Bartenhagen
Carl A. or Evelyn D. Bartenhagen,
Owners of Lot 24, The Farm

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me, a Notary Public, by CARL, EVELYN Bartenhagen.



[Signature]
Notary Public

10-29-07
Date

[Signature]
Michael F. or Peggy Benson,
Owners of Lot 21, The Farm

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

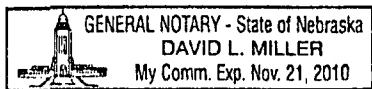
The foregoing instrument was acknowledged before me, a Notary Public, by Michael F. Benson.

10-14-07
Date

Mary Bolamperti
Matthew P. or Mary J. Bolamperti,
Owners of Lot 12, The Farm

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me, a Notary Public, by MARY J. Bolamperti.



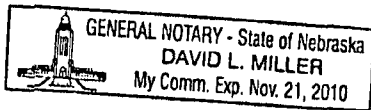
[Signature]
Notary Public

10-29-07
Date

Gloria M. Bonella
Gloria M. Bonella,
Owner of Lot 23, The Farm

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me, a Notary Public, by Gloria M. Bonella.



[Signature]
Notary Public

10-14-07
Date

[Signature]
Mark T. or Gail Boschult,
Owners of Lot 05, The Farm, Replat 6

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me, a Notary Public, by MARK T. Boschult.