

BOOK 575 PAGE 649

"THE PLANTATION"

PROTECTIVE COVENANTS

The undersigned, a Nebraska Corporation, being the owner of the following described real estate, hereby declares that the following covenants are to run with the land and shall be binding on all present and future owners of all or any part of the following described real estate:

Lots One (1) through Twenty-eight (28), The Plantation, a subdivision platted and recorded in Douglas County, Nebraska

If the present or future owners of any of said lots or their grantees, heirs, or assigns, 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 any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation.

Invalidation of any of these covenants by judgment or court order shall in no way affect any of the other provisions hereof, which shall remain in full force and effect. These covenants may not be modified, altered or waived without the written approval of the owners of at least 75% of the lots in the said subdivision.

A. Said lots shall be used only for single family residential purposes except such lots, or portions thereof, as may hereafter be conveyed or dedicated by the undersigned or its assigns for recreational, public, church, educational or charitable use. All accessory buildings shall be of wood construction and shall conform to the overall architectural design of the main house and be harmonious and compatible with the subdivision.

B. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

C. The owner of each lot shall be responsible for the upkeep and mainten-

D. No trailer, basement, tent, shack, garage, barn or other out building erected on said real estate shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence and before any building shall be occupied as a residence, the entire building must be substantially completed and the exterior must be fully completed. Prior to the erection of any outbuildings on any lot, the residence must already have been started and upon the commencement of construction in any event, the residence must be completed within nine (9) months thereafter.

E. Prior to any construction or grading on residential lots, the owner must first submit construction plans for all buildings to be erected to the undersigned or its assigns and secure its written approval thereof. Plans shall include a site plan showing the location where each building is to be erected. Said plans shall include at least four (4) exterior elevations, exterior material, floor plan, foundation plan, plot plan, and landscape plan. In the event owner contemplates construction of a fence, such plans shall include the type of material 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 plans or disapproval with reasons therefore, but if undersigned shall fail to send either notice within the thirty (30) day period, then such plans shall be deemed approved.

F. The minimum dwelling size for Lots two (2) through twenty-eight (28) in the Plantation are as follows:

1. For a ranch style (one level) or split entry home, the ground floor (or main level) shall contain not less than 1500 square feet of finished living area.
2. For a split-level, tri-level, or multilevel home, the top 3 levels shall contain a total of not less than 2,000 square feet of finished living area.
3. For a  $1\frac{1}{2}$  story or 2 story home, the ground floor (first floor) shall contain not less than 1100 square feet of finished living area and the total finished living area for 1st and 2nd floor shall contain not less than 2,000 square feet. The garage for  $1\frac{1}{2}$  story or 2 story homes shall be attached only.

G. No chain link, wire, barbed wire, snow fence, or stockade fence of any type shall be permitted in front of the front building line of any residence; however, decorative fencing not over 4' high, such as split-rail type fencing shall be permitted to the front lot line.

H. Not less than 10 ornamental or digitus shade trees must be planted on each lot in front of the front building line of any residence within 1 year after excavation for footings and thereafter maintained in good growing condition and replaced as necessary.

No garden or field crops shall be grown on any portion of a lot between the house and the front lot line, which portion of each lot must be planted in grass and maintained as lawn only.

I. Recreation type vehicles, trailers, campers, boats, trucks, tractors, equipment or machinery must be parked or stored behind the rear building line of any residence.

J. Any and all livestock maintained on premises shall be kept in accordance with the requirements of zoning of the City of Omaha and shall be kept only to the rear of the residence. All structures used for the housing or maintenance of animals or livestock, and any areas where animals or livestock are maintained or kept shall be maintained at all times in a neat, clean and orderly manner by the owner of said lot.

No pasturing of livestock shall be permitted on any portion of any lot between the front lot line and the front building line of the residence.

The maintenance of bovine of any type shall not be permitted in the Plantation. Poultry, cats or dogs may be kept provided that they are not raised, bred or maintained for any commercial purpose.

K. No building shall be located on any lot nearer than seventy (70) feet to the front lot line or more than 120 feet away from the front lot line. No residence shall be located nearer than twenty-five (25) feet to a side lot line; however, accessory buildings may be located sixteen (16) feet from

is subdivided shall ever have a frontage of less than 175 feet.

M. A perpetual license and easement is hereby reserved in favor of and granted to Omaha Public Power District and Northwestern Bell Telephone Company, their successors and assigns, to erect and operate, maintain, repair and renew cables, conduits and poles with the necessary supports, sustaining wires, cross-arms, guys and anchors and other instrumentalities and to extend thereon wires for the carrying and transmission of electric current for light, heat and power and for all telephone and telegraph and message service over, under, and upon a five (5) foot strip of land adjoining the side boundary lines of said lots in said Subdivision, a sixteen (16) foot strip of land adjoining the rear boundary lines and a ten (10) foot strip adjoining the front; said license being granted for the use and benefit of all present and future owners of lots in said Subdivision; provided however, that said side lot line easement is granted upon the specific condition that if both of said utility companies fail to construct poles and wires along any of said side lot lines within sixty (60) days after their removal, then this side line easement shall automatically terminate and become void as to such unused or abandoned easement-ways.

N. Public notice is given hereby that the roads in The Plantation are privately owned and will be privately maintained. Property owners in said subdivision shall share the cost of such maintenance as may be necessary by participation in a Homeowner's Association established for that purpose. Such maintenance costs shall be paid by property owners in this manner until dedication of roadways are accepted by Douglas County for public use.

A perpetual license and easement is hereby reserved in favor of and granted to all property owners in The Plantation, their successors and assigns, over the entirety of Outlot A and Outlot B for ingress and egress to all the lots within said subdivision. Said outlots are designated on the subdivision plat as private roads.

O. The following prohibitions shall be observed on all lots:

1. No dwelling constructed on another Addition or location shall be moved to any lot within

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4. The assembly, disassembly or general service work on any car, truck, equipment or other machinery shall be prohibited except in an enclosed garage.
5. No signs or billboards of any type or nature whatsoever shall be placed on or constructed or erected on any lot or portion thereof without the prior written approval of the undersigned.
6. No firearms or guns of any type or nature whatsoever shall be fired or discharged upon, over or across any land in the subdivision unless approved by the undersigned.

GENERAL PROVISIONS:

1. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them, for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years, unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

2. For a period of five (5) years from the date of the recording of this agreement, no building shall be erected, constructed, altered, placed or permitted to remain on any lot in said subdivision herein described until the plans and specifications have been approved in writing by W & D Land Corporation or assigns.

3. Enforcement shall be proceedings at law, or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages.

4. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

Dated this 20 day of JANUARY, 1977.

*Stanley J. Widman* President

STATE OF NEBRASKA }  
COUNTY OF DOUGLAS }

SS.

STANLEY J. WIDMAN, PRESIDENT  
W & D LAND CORPORATION

On this 20 day of January, 1977, before me a Notary Public duly commissioned and qualified in said County, personally came STANLEY J. WIDMAN, PRESIDENT OF W & D LAND CORPORATION, to me known to be the identical person whose name is affixed to the foregoing instrument and acknowledged the same to be his voluntary act and deed.

written.

Witness hand and notarial seal the day and year last above



AMENDMENT TO PROTECTIVE COVENANTS FOR "THE PLANTATION"

The following additions, corrections and changes are hereby made to the existing protective covenants for The Plantation subdivision which are on file with the Register of Deeds of Douglas County, Nebraska. (Lots 1 thru 28)

1. The word 'bovine' in paragraph "J" shall be stricken and replaced with the word 'swine'; thereby prohibiting the maintenance of swine and not bovine in The Plantation.
2. The minimum set back from the front lot line stipulated in paragraph "K" shall be changed from 70 feet to 100 feet, and the maximum set back shall be changed from 120 feet to 150 feet.
3. Residences built on Lots 26, 27 and 28 must face to the West towards the new road, until zoning for City of Omaha allows further subdivision of said lots.
4. Lot 1 shall be excepted from provision in paragraph "J", which does not allow pasturing of livestock between front line and front building line of residence.
5. Paragraph "A" shall be amended to read that accessory buildings shall be of wood and/or metal construction. This amendment to allow pole barn or metal accessory buildings also requires that any such building shall be constructed only with material for roof and/or siding that has factory applied paint. Unpainted metal roofs or siding are prohibited. Quanset huts are prohibited. Open lean-to's are prohibited. The color of any accessory building shall be of an earhtone hue and shall be harmonious with the surrounding residences. Blueprints, plot plan, building materials and color of any accessory building must be approved in writing prior to commencement of construction, by an architectural committee appointed by the undersigned.
6. No accessory building may be built closer than 175 feet from the front line.

IN WITNESS WHEREOF, the undersigned, being the owners of said real estate has executed these covenants this 5th day of June, 1979.

*Eric R. Ball*  
ATTEST

*Stanley J. Widman*  
Stanley J. Widman, President  
W & D Land Corporation

WITNESSES IN AGREEMENT HERETO

*Deanna Gibson*  
*John Miller*  
*William J. Santeliff* *Ellen Santeliff* *Mike Santeliff* *John Santeliff* *John Santeliff*  
*Thomas E. Morin* *John Morin* *John Morin* *John Morin* *John Morin*  
*John & Kathryn Moore* *Leanne McCall* *Robert R. McCall*

STATE OF NEBRASKA)  
COUNTY OF DOUGLAS)

On this 5th day of June, 1979, before me, a Notary Public duly commissioned and qualified in said County, personally came STANLEY J. WIDMAN, President of W & D LAND CORPORATION, to me known to be the identical person whose name is affixed to the foregoing instrument and acknowledged the same to be his voluntary act and deed.

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

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AMENDMENT TO "THE PLANTATION" PROTECTIVE COVENANTS

This agreement and amendment to the protective covenants of "The Plantation" is made between KENNETH R. SPAUSTAT and ELIZABETH J. SPAUSTAT, husband and wife, herein "SPAUSTAT" whether one or more, and the undersigned owners of at least 75% of the lots in "The Plantation," a subdivision, platted and recorded in Douglas County, Nebraska.

RECITALS

- 1. Spaustat is the owner of Lot 12, The Plantation, a subdivision, platted and recorded in Douglas County, Nebraska.
- 2. That Lot is subject to the Protective Covenants recorded in Book 575 of Miscellaneous Records at Page 649 in the office of the Register of Deeds of Douglas County, Nebraska.
- 3. Paragraph K. of the protective covenants provides, in part:

"No building shall be located on any lot..... more than 120 feet away from the front lot line."

- 4. Because of the topography of Lot 12, the set back of the proposed residential building will exceed 120 feet, all as indicated on Exhibit A, attached hereto and made a part hereof.
- 5. Spaustat desires the written approval of the undersigned owners of at least 75% of the lots in the subdivision for the above-described variation of the protective covenants as to Lot 12, and for no other purpose.

AGREEMENT

Having made the above recitals and for and in consideration of the mutual promises and consideration of the parties hereto, it is now agreed as follows:

(a) For ONE & NO/100 DOLLAR (\$1.00) and other valuable consideration received from Spaustat, the undersigned owners of the lots in "The Plantation" hereby consent to amend the Protective Covenants.

(b) The Protective Covenants be, and are hereby amended to provide a different set-back for Lot 12, The Plantation, a subdivision, platted and recorded in Douglas County, Nebraska; that said set back will exceed 120 feet, all as described in Exhibit A, attached hereto and made a part hereof. That the Spaustats, their heirs, successors, grantees, and assigns may erect and maintain a dwelling on that Lot 12 with a set back which will exceed 120 feet as presently provided in said covenants, as though the original restrictive covenant's requirements had never been made as to Lot 12.

(c) That said covenant are so changed and modified as above-provided, otherwise to remain in full force and effect.

IN WITNESS WHEREOF the parties have executed and acknowledged this agreement on the dates indicated.

8532 MISC

8533 MISC

REC-500070  
 MC WC  
 86-177-187  
 86-177-187  
 858  
 COMP  
 383100

Handwritten signatures and dates at the bottom of the page.

**AMENDMENT TO PROTECTIVE COVENANTS FOR "THE PLANTATION"**

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The following additions, corrections, and changes are hereby made to the existing protective covenants for "The Plantation" subdivision which are on file with the Register of Deeds of Douglas County, Nebraska. (Lots 1-28)

1. Section 4 is hereby revoked to provide that any existing or new residential dwelling construction on Lot 1 shall adhere to the protective covenants herein.
2. Any new residential dwelling construction on Lot 1 hereinafter shall front to and have ingress and egress solely to 184th Plaza. It being the express intent of the covenant to prohibit any ingress and egress onto "Q" St. from said new residential dwelling.

**AMENDMENT TO PROTECTIVE COVENANTS FOR "THE PLANTATION"**

	Lot #	
Debra Mason	1	Tom Mason
Debra Mason	2	Tom Mason
Debra Mason	3	Tom Mason
Nancy Mills	4	Dave Mills
	5	
Janice Faulkner		David Faulkner
Cassandra O'Brien	6	Pat O'Brien
Sue Morrison	7	Tom Morrison
Pauline Suehl	8	Fred Kuehl
Sheila Reinke	9	Craig Reinke
Nancy Birney	10	Jim Birney
Anne Marie Frick	11	Mathis Frick
Elizabeth Spaustat	12	Ken Spaustat
Laurie Hamell	13	Bob Hamell
Linda Augustyn	14	Tim Augustyn
Sharon Pratt	15	Phil Pratt

April 14, 1991



Janice A. Faulkner  
NOTARY PUBLIC



**AMENDMENT TO PROTECTIVE COVENANTS FOR "THE PLANTATION"**

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Lot #	Name	Address
16	Donna	Gloshen
17	Peggy	Butler
18	Christy	Fite
19	Marilyn	Stenger
20	Naomi	Warner
21	Nancy	Bergmeier
22	Wanda	Thompson
23	Janet	Archer
24	Sarah	Huston
25	Nancy	Mertz
26	Kathy	Moore
27	Betty	Willis-Mosser
28	Kathy	Stodola

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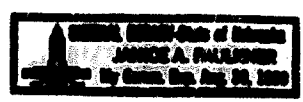
APR 30 10 20 AM '91

GEORGE J. BUGLEWICZ  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NE

STATE OF NEBRASKA )  
COUNTY OF DOUGLAS )

On this 14 day of April, 1991, before me appeared the above individuals, known to me to be owners with valid title to certain lots in "The Plantation", representing over seventy five percent (75%) of said owners and they acknowledged to me that their authorization of the above covenant amendment revocation was their voluntary act and deed.

Janice A. Faulkner  
Notary Public



BK 961 N 11 C/O 11 FEE 24.00

Timothy J Augustyn  
4515 S. 184th  
Omaha NE 68135

AMENDMENT TO THE ORIGINAL COVENANTS

The original covenants dated January 20, 1977 and recorded at Book 575, Page 649 of the Miscellaneous records of the Register of Deeds of Douglas County, Nebraska, are now amended effective November 1, 1993 by adding the following paragraph P:

P. Any reference in the original covenants to the "the undersigned" or W & D Land Corporation or assigns are hereby amended to read the Plantation Homeowners Association, Inc., or its assigns.

The Plantation Homeowners Association, Inc. shall have the authority to enforce these covenants and may, in its own name, prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any covenants. The Plantation Homeowners Association, Inc. may take action to enjoin any violation or attempted violation or may recover damages or any dues which it has assessed. Any interested individual owner may also undertake any of the legal proceedings described above.

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GASH DK \_\_\_\_\_  
TYPE MISC PG 602-645 CTO \_\_\_\_\_ COMP VP SCAN   
FEE 234.00 OF MISC LEGAL PG \_\_\_\_\_ MC \_\_\_\_\_ FV \_\_\_\_\_

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NOV 15 12 05 PM '93  
GEORGE J. MOULDER, REG.  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NE

Note that all (11) separate amendments being filed along with this amendment. MA

lots 1-28 The Plantation

**CONSENT TO ADD AMENDMENT P TO THE ORIGINAL COVENANTS OF THE PLANTATION SUBDIVISION EFFECTIVE NOVEMBER 1, 1993**

We, the undersigned, are owners of the real estate described below in the Plantation subdivision. We hereby consent to and approve the adoption of Amendment P to the Original Covenants described above and effective November 1, 1993.

Lot 1 William A. Horner Gail K. Horner  
William A. Horner Gail K. Horner

Lot 2 Glenn R. Jones Carolyn K. Jones  
Glenn R. Jones Carolyn K. Jones

Lot 3 \_\_\_\_\_  
Charles S. Tomek Debra J. Tomek

Lot 4 David E. Mills Nancy S. Mills  
David E. Mills Nancy S. Mills

Lot 5 David J. Faulkner Janice A. Faulkner  
David J. Faulkner Janice A. Faulkner

Lot 6 Patrick O'Brien Cassandra L. O'Brien  
Patrick O'Brien Cassandra L. O'Brien

Lot 7 Jay M. Bergmeier Nancy B. Bergmeier  
Jay M. Bergmeier Nancy B. Bergmeier

Lot 8 C. Frederick Kuehl Pauline M. Kuehl  
C. Frederick Kuehl Pauline M. Kuehl

Lot 9 Craig L. Reinke Sheila R. Reinke  
Craig L. Reinke Sheila R. Reinke

Lot 10 James R. Birney Nancy E. Birney  
James R. Birney Nancy E. Birney

Lot 11 \_\_\_\_\_

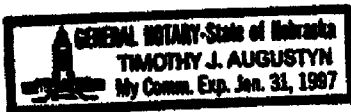
- Lot 12 *Kenneth R. Spaustat* *Elizabeth J. Spaustat*  
Kenneth R. Spaustat Elizabeth J. Spaustat
- Lot 13 *Owen E. Hanson* *Mary Hanson*  
Owen E. Hanson *Mary Hanson*  
*Denquole Antanalis*
- Lot 14 *Timothy Augustyn* *Linda K. Augustyn*  
Timothy Augustyn Linda K. Augustyn
- Lot 15 *Phillip R. Pratt* *Sharon J. Pratt*  
Phillip R. Pratt Sharon J. Pratt
- Lot 16 *James M. Gloschen* *Donna R. Gloschen*  
James M. Gloschen Donna R. Gloschen
- Lot 17 *Clarence W. Butler* \_\_\_\_\_  
Clarence W. Butler
- Lot 18 \_\_\_\_\_  
Harold L. Fite
- Lot 19 *Richard D. Stenger* *Marilyn L. Stenger*  
Richard D. Stenger Marilyn L. Stenger
- Lot 20 *Jerry A. Warner* *Naomi I. Warner*  
Jerry A. Warner Naomi I. Warner
- Lot 21 *Brian K. Mason* *Kimberly A. Mason*  
Brian K. Mason Kimberly A. Mason
- Lot 22 *Martin F. Thompson* *Wanda M. Thompson*  
Martin F. Thompson Wanda M. Thompson
- Lot 23 \_\_\_\_\_  
Kevin J. Archer Janet K. Archer
- Lot 24 \_\_\_\_\_  
John W. Houston Sarah V. Houston
- Lot 25 *Gregory J. Mertz* *Nancy L. Mertz*  
Gregory J. Mertz Nancy L. Mertz
- Lot 26 *Richard D. Jugel* *Marlene A. Jugel*  
Richard D. Jugel Marlene A. Jugel

Lot 27 Thomas R. Mason Debra J. Mason  
 Thomas R. Mason Debra J. Mason

Lot 28 David Stodola Kathryn Stodola  
 David Stodola Kathryn Stodola

STATE OF NEBRASKA )  
 ) s.s.  
 COUNTY OF DOUGLAS )

The above Consent to add Amendment P to the Original Covenants of the Plantation Subdivision effective November 1, 1993, was acknowledged before me on October 24, 1993 by the above signators.

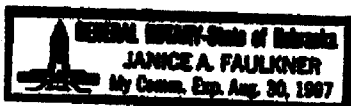


[Signature]  
 Notary Public

NOTARIAL SEAL AFFIXED  
 REGISTER OF DEEDS

STATE OF NEBRASKA )  
 ) s.s.  
 COUNTY OF DOUGLAS )

The above Consent to add Amendment P to the Original Covenants of the Plantation Subdivision effective November 1, 1993, was acknowledged before me by Phillip R. Pratt, Sharon J. Pratt, Brian K. Mason, Kimberly A. Mason, Timothy J. Augustyn, Linda K. Augustyn, Richard D. Jugel, Marlene A. Jugel, Glenn R. Jones and Carolyn K. Jones on October 24, 1993.



Janice A. Faulkner  
 Notary Public

**AMENDMENT TO PARAGRAPH B OF THE ORIGINAL COVENANTS**

Paragraph B of the original covenants dated January 20, 1977 and recorded at Book 575, Page 649 of the Miscellaneous records of the Register of Deeds of Douglas County, Nebraska, is amended effective November 1, 1993 so that it now reads as follows:

B. No noxious or offensive activity shall be carried on upon any lot nor shall anything be done on any lot which may be or become an annoyance or nuisance to the neighborhood.

No trade or business shall be carried on that requires any outside or visible advertising, signs, inventory, equipment, structures, appurtenances, including, but not limited to the sale of inventory, produce, livestock, other animals and plants.

No trucks, tractors or semi-trailers over 10 tons net weight shall be parked overnight within the Plantation subdivision.

**CONSENT TO AMENDMENT TO PARAGRAPH B OF THE ORIGINAL COVENANTS OF THE PLANTATION SUBDIVISION EFFECTIVE NOVEMBER 1, 1993**

We, the undersigned, are owners of the real estate described below in the Plantation subdivision. We hereby consent to and approve the adoption of the Amendment to Paragraph B of the Original Covenants described above effective November 1, 1993.

Lot 1 William A. Horner Gail K. Horner  
William A. Horner Gail K. Horner

Lot 2 Glenn R. Jones Carolyn K. Jones  
Glenn R. Jones Carolyn K. Jones

Lot 3 \_\_\_\_\_  
Charles S. Tomek Debra J. Tomek

Lot 4 David E. Mills Nancy S. Mills  
David E. Mills Nancy S. Mills

Lot 5 David J. Faulkner Jahice A. Faulkner  
David J. Faulkner Jahice A. Faulkner

Lot 6 Patrick O'Brien Cassandra L. O'Brien  
Patrick O'Brien Cassandra L. O'Brien

Lot 7 Jay M. Bergmeier Nancy B. Bergmeier  
Jay M. Bergmeier Nancy B. Bergmeier

Lot 8 C. Frederick Kuehl Pauline M. Kuehl  
C. Frederick Kuehl Pauline M. Kuehl

Lot 9 Craig L. Reinke Sheila R. Reinke  
Craig L. Reinke Sheila R. Reinke

Lot 10 James R. Birney Nancy E. Birney  
James R. Birney Nancy E. Birney

Lot 11 \_\_\_\_\_  
Kevin P. McCormick Gina McCormick

Lot 12 *Kenneth R. Spaustat*  
Kenneth R. Spaustat

*Elizabeth J. Spaustat*  
Elizabeth J. Spaustat

Lot 13 *Owen S. Hanson*  
Owen S. Hanson

*Danguole Andrauskas*  
~~Mary Hansen~~  
DANGUOLE ANTANELIS

Lot 14 *Timothy J. Augustyn*  
Timothy J. Augustyn

*Linda K. Augustyn*  
Linda K. Augustyn

Lot 15 *Phillip R. Pratt*  
Phillip R. Pratt

*Sharon J. Pratt*  
Sharon J. Pratt

Lot 16 *James M. Gloschen*  
James M. Gloschen

*Donna R. Gloschen*  
Donna R. Gloschen

Lot 17 *Clarence W. Butler*  
Clarence W. Butler

Lot 18 \_\_\_\_\_  
Harold L. Fite

Lot 19 *Richard D. Stenger*  
Richard D. Stenger

*Marilyn L. Stenger*  
Marilyn L. Stenger

Lot 20 *Jerry A. Warner*  
Jerry A. Warner

*Naomi I. Warner*  
Naomi I. Warner

Lot 21 *Brian K. Mason*  
Brian K. Mason

*Kimberly A. Mason*  
Kimberly A. Mason

Lot 22 *Martin F. Thompson*  
Martin F. Thompson

*Wanda M. Thompson*  
Wanda M. Thompson

Lot 23 \_\_\_\_\_  
Kevin J. Archer

\_\_\_\_\_   
Janet K. Archer

Lot 24 *John W. Houston*  
John W. Houston

*Sarah V. Houston*  
Sarah V. Houston

Lot 25 *Gregory J. Mertz*  
Gregory J. Mertz

*Nancy L. Mertz*  
Nancy L. Mertz

Lot 26 *Richard D. Jugel*  
Richard D. Jugel

*Marlene A. Jugel*  
Marlene A. Jugel



Lot 27 *Thomas R. Mason*  
Thomas R. Mason

*Debra J. Mason*  
Debra J. Mason

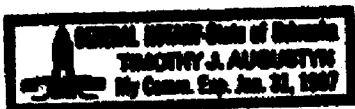
Lot 28 *David Stodola*  
David Stodola

*Kathryn Stodola*  
Kathryn Stodola

STATE OF NEBRASKA     )  
                                          ) s.s.  
COUNTY OF DOUGLAS     )

The above Consent to Amendment to Paragraph B of the Original Covenants of the Plantation Subdivision effective November 1, 1993, was acknowledged before me on October 21, 1993 by the above signators.

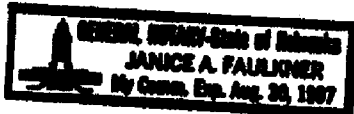
*[Signature]*  
Notary Public



NOTARIAL SEAL AFFIXED  
REGISTER OF DEEDS

STATE OF NEBRASKA     )  
                                          ) s.s.  
COUNTY OF DOUGLAS     )

The above Consent to Amendment to Paragraph B of the Original Covenants of the Plantation Subdivision effective November 1, 1993, was acknowledged before me by Phillip R. Pratt, Sharon J. Pratt, Brian K. Mason, Kimberly A. Mason, Timothy J. Augustyn, Linda K. Augustyn, Richard D. Jugel, Marlene A. Jugel, Glenn R. Jones and Carolyn K. Jones on October 24, 1993.



*Janice A. Faulkner*  
Notary Public

**AMENDMENT TO PARAGRAPH C OF THE ORIGINAL COVENANTS**

Paragraph C of the original covenants dated January 20, 1977 and recorded at Book 575, Page 649 of the Miscellaneous records of the Register of Deeds of Douglas County, Nebraska, is amended effective November 1, 1993 so that it now reads as follows:

C. Each lot owner shall mow and take whatever other action may be necessary to maintain the lot in reasonable condition. If the owner fails to maintain the lot in reasonable condition as determined solely by the Board of Directors of the Plantation Homeowners Association, Inc., then the Plantation Homeowners Association, Inc. may arrange for mowing or for maintenance of the lot. All reasonable charges associated with the mowing and maintenance shall be assessed against the lot owner and shall become a lien on the lot under the provisions of paragraph R of these covenants, together with interest and costs as provided in that paragraph, if these charges are not paid.

Each lot owner shall take whatever steps are necessary to control weeds on his or her lot and shall maintain the ground cover necessary to prevent erosion. The words "maintain the lot in reasonable condition" shall include the items described in the preceding sentence.

**CONSENT TO AMENDMENT TO PARAGRAPH C OF THE ORIGINAL COVENANTS  
OF THE PLANTATION SUBDIVISION EFFECTIVE NOVEMBER 1, 1993**

We, the undersigned, are owners of the real estate described below in the Plantation subdivision. We hereby consent to and approve the adoption of the Amendment to Paragraph C of the original covenants described above and effective November 1, 1993.

Lot 1	<u>William A. Horner</u> William A. Horner	<u>Gail K. Horner</u> Gail K. Horner
Lot 2	<u>Glenn R. Jones</u> Glenn R. Jones	<u>Carolyn K. Jones</u> Carolyn K. Jones
Lot 3	<u>Charles S. Tomek</u> Charles S. Tomek	<u>Debra J. Tomek</u> Debra J. Tomek
Lot 4	<u>David E. Mills</u> David E. Mills	<u>Nancy S. Mills</u> Nancy S. Mills
Lot 5	<u>David J. Faulkner</u> David J. Faulkner	<u>Janice A. Faulkner</u> Janice A. Faulkner
Lot 6	<u>J. Patrick O'Brien</u> J. Patrick O'Brien	<u>Cassandra L. O'Brien</u> Cassandra L. O'Brien
Lot 7	<u>Jay M. Bergmeier</u> Jay M. Bergmeier	<u>Nancy B. Bergmeier</u> Nancy B. Bergmeier
Lot 8	<u>C. Frederick Kuehl</u> C. Frederick Kuehl	<u>Pauline M. Kuehl</u> Pauline M. Kuehl
Lot 9	<u>Craig L. Reinke</u> Craig L. Reinke	<u>Sheila R. Reinke</u> Sheila R. Reinke
Lot 10	<u>James R. Birney</u> James R. Birney	<u>Nancy E. Birney</u> Nancy E. Birney
Lot 11	<u>Kevin P. McCormick</u> Kevin P. McCormick	<u>Gina McCormick</u> Gina McCormick

Lot 12 *Kenneth R. Spaustat*  
Kenneth R. Spaustat

*Elizabeth J. Spaustat*  
Elizabeth J. Spaustat

Lot 13 *Owen Hanson*  
Owen Hanson

*Mary Hanson*  
Mary Hanson

Lot 14 *Timothy J. Augustyn*  
Timothy J. Augustyn

*Linda K. Augustyn*  
Linda K. Augustyn

Lot 15 *Phillip R. Pratt*  
Phillip R. Pratt

*Sharon J. Pratt*  
Sharon J. Pratt

Lot 16 *James M. Gloschen*  
James M. Gloschen

*Donna R. Gloschen*  
Donna R. Gloschen

Lot 17 \_\_\_\_\_  
Clarence W. Butler

Lot 18 \_\_\_\_\_  
Harold L. Fite

Lot 19 *Richard D. Stenger*  
Richard D. Stenger

*Marilyn L. Stenger*  
Marilyn L. Stenger

Lot 20 *Jerry A. Warner*  
Jerry A. Warner

*Naomi I. Warner*  
Naomi I. Warner

Lot 21 *Brian K. Mason*  
Brian K. Mason

*Kimberly A. Mason*  
Kimberly A. Mason

Lot 22 *Martin F. Thompson*  
Martin F. Thompson

*Wanda M. Thompson*  
Wanda M. Thompson

Lot 23 \_\_\_\_\_  
Kevin J. Archer

\_\_\_\_\_   
Janet K. Archer

Lot 24 \_\_\_\_\_  
John W. Houston

\_\_\_\_\_   
Sarah V. Houston

Lot 25 *Gregory J. Mertz*  
Gregory J. Mertz

*Nancy L. Mertz*  
Nancy L. Mertz

Lot 26 *Richard D. Jugel*  
Richard D. Jugel

*Marlene A. Jugel*  
Marlene A. Jugel

Lot 27 *Thomas R. Mason*  
Thomas R. Mason

*Debra J. Mason*  
Debra J. Mason

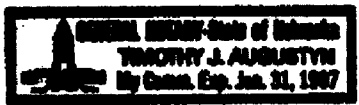
Lot 28 *David Stodola*  
David Stodola

*Kathryn Stodola*  
Kathryn Stodola

STATE OF NEBRASKA            )  
                                                  ) s.s.  
COUNTY OF DOUGLAS        )

The above Consent to Amendment to Paragraph C of the Original Covenants of the Plantation Subdivision effective November 1, 1993, was acknowledged before me on October 24, 1993 by the above signators.

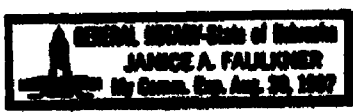
*[Signature]*  
Notary Public



NOTARIAL SEAL AFFIXED  
REGISTER OF DEEDS

STATE OF NEBRASKA            )  
                                                  ) s.s.  
COUNTY OF DOUGLAS        )

The above Consent to Amendment to Paragraph C of the Original Covenants of the Plantation Subdivision effective November 1, 1993, was acknowledged before me by Phillip R. Pratt, Sharon J. Pratt, Brian K. Mason, Kimberly A. Mason, Timothy J. Augustyn, Linda K. Augustyn, Richard D. Jugel, Marlene A. Jugel, Glenn R. Jones and Carolyn K. Jones on October 24, 1993.



*Janice A. Faulkner*  
Notary Public

BOOK 1102 PAGE 614

**AMENDMENT TO PARAGRAPH D OF THE ORIGINAL COVENANTS**

Paragraph D of the original covenants dated January 20, 1977 and recorded at Book 575, Page 649 of the Miscellaneous records of the Register of Deeds of Douglas County, Nebraska, is amended effective November 1, 1993 so that it now reads as follows:

D. Any person desiring approval of any improvement or proposed improvement on any lot in the subdivision which he or she believes may require approval may apply to the Plantation Homeowners Association, Inc. for approval of the improvement or proposed improvement under paragraph Q of these covenants.

**CONSENT TO AMENDMENT TO PARAGRAPH D OF THE ORIGINAL COVENANTS OF THE PLANTATION SUBDIVISION EFFECTIVE NOVEMBER 1, 1993**

We, the undersigned, are owners of the real estate described below in the Plantation subdivision. We hereby consent to and approve the adoption of the Amendment to Paragraph D of the original covenants described above and effective November 1, 1993.

Lot 1	<u>William A. Horner</u> William A. Horner	<u>Gail K. Horner</u> Gail K. Horner
-------	-----------------------------------------------	-----------------------------------------

Lot 2	<u>Glerin R. Jones</u> Glerin R. Jones	<u>Carolyn K. Jones</u> Carolyn K. Jones
-------	-------------------------------------------	---------------------------------------------

Lot 3	<u>Charles S. Tomek</u> Charles S. Tomek	<u>Debra J. Tomek</u> Debra J. Tomek
-------	---------------------------------------------	-----------------------------------------

Lot 4	<u>David E. Mills</u> David E. Mills	<u>Nancy S. Mills</u> Nancy S. Mills
-------	-----------------------------------------	-----------------------------------------

Lot 5	<u>David J. Faulkner</u> David J. Faulkner	<u>Jarice A. Faulkner</u> Jarice A. Faulkner
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Lot 6	<u>J. Patrick O'Brien</u> J. Patrick O'Brien	<u>Casandra L. O'Brien</u> Casandra L. O'Brien
-------	-------------------------------------------------	---------------------------------------------------

Lot 7	<u>Jay M. Bergmeier</u> Jay M. Bergmeier	<u>Nancy B. Bergmeier</u> Nancy B. Bergmeier
-------	---------------------------------------------	-------------------------------------------------

Lot 8	<u>C. Frederick Kuehl</u> C. Frederick Kuehl	<u>Pauline M. Kuehl</u> Pauline M. Kuehl
-------	-------------------------------------------------	---------------------------------------------

Lot 9	<u>Craig L. Reinke</u> Craig L. Reinke	<u>Sheila R. Reinke</u> Sheila R. Reinke
-------	-------------------------------------------	---------------------------------------------

Lot 10	<u>James R. Birney</u> James R. Birney	<u>Nancy E. Birney</u> Nancy E. Birney
--------	-------------------------------------------	-------------------------------------------

Lot 11	<u>Kevin P. McCormick</u> Kevin P. McCormick	<u>Gina McCormick</u> Gina McCormick
--------	-------------------------------------------------	-----------------------------------------

Lot 12 Kenneth R. Spaustat  
Kenneth R. Spaustat

Elizabeth J. Spaustat  
Elizabeth J. Spaustat

Lot 13 Owen E. Hanson  
Owen E. Hanson

Dorquale Antanellis  
Mary Hanson  
DORQUALE ANTANELIS

Lot 14 Timothy J. Augustyn  
Timothy J. Augustyn

Linda K. Augustyn  
Linda K. Augustyn

Lot 15 Phillip R. Pratt  
Phillip R. Pratt

Sharon J. Pratt  
Sharon J. Pratt

Lot 16 James M. Gloschen  
James M. Gloschen

Donna R. Gloschen  
Donna R. Gloschen

Lot 17 Clarence W. Butler  
Clarence W. Butler

Lot 18 Harold L. Fite  
Harold L. Fite

Lot 19 Richard D. Stenger  
Richard D. Stenger

Marilyn L. Stenger  
Marilyn L. Stenger

Lot 20 Jerry A. Warner  
Jerry A. Warner

Naomi I. Warner  
Naomi I. Warner

Lot 21 Brian K. Mason  
Brian K. Mason

Kimberly A. Mason  
Kimberly A. Mason

Lot 22 Martin F. Thompson  
Martin F. Thompson

Wanda M. Thompson  
Wanda M. Thompson

Lot 23 Kevin J. Archer  
Kevin J. Archer

Janet K. Archer  
Janet K. Archer

Lot 24 John W. Houston  
John W. Houston

Sarah V. Houston  
Sarah V. Houston

Lot 25 Gregory J. Mertz  
Gregory J. Mertz

Nancy L. Mertz  
Nancy L. Mertz

Lot 26 Richard D. Jugel  
Richard D. Jugel

Marlene A. Jugel  
Marlene A. Jugel



Lot 27 Thomas R. Mason  
Thomas R. Mason

Debra J. Mason  
Debra J. Mason

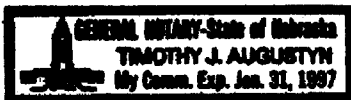
Lot 28 David Stodola  
David Stodola

Kathryn L. Stodola  
Kathryn Stodola

STATE OF NEBRASKA           )  
                                          ) s.s.  
COUNTY OF DOUGLAS        )

The above Consent to Amendment to Paragraph D of the Original Covenants of the Plantation Subdivision effective November 1, 1993, was acknowledged before me on October 24, 1993 by the above signators.

[Signature]  
Notary Public

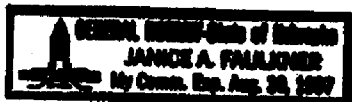


NOTARIAL SEAL AFFIXED  
REGISTER OF DEEDS

STATE OF NEBRASKA           )  
                                          ) s.s.  
COUNTY OF DOUGLAS

The above Consent to AMendment to Paragraph D. of the Original COVENANTS of the Plantation Subdivision effective November 1, 1993, was acknowledged before me by Phillip R. Pratt, Sharon K. Pratt, Brian K. Mason, Kimberly A. Mason, Timothy J. Augustyn, Linda K. Augustyn, Richard D. Jugel, Marlene A. Jugel, Glenn R. Jones and Carolyn K. Jones on October 24, 1993.

Jane A. Faulkner  
Notary Public



**AMENDMENT TO PARAGRAPH E OF THE ORIGINAL COVENANTS**

Paragraph E of the original covenants dated January 20, 1977 and recorded at Book 575, Page 649 of the Miscellaneous records of the Register of Deeds of Douglas County, Nebraska, is amended effective November 1, 1993 so that it now reads as follows:

E. Prior to any construction or grading on residential lots, the owner must first submit construction plans for all buildings to be erected to the Plantation Homeowners Association, Inc. and secure its written approval of the plans. Plans shall include a site plan showing the location where each building is to be erected on the lot. The plans shall include at least four (4) exterior elevations, exterior material, floor plan, foundation plan, plot plan, and landscape plan. In the event that owner contemplates construction of a fence, the plans shall include the type of material to be used and the location of the fence. Plans will not be returned to the owner. Within thirty (30) days of receipt of complete copy of all of the required plans, the Plantation Homeowners Association, Inc. shall either notify the owner in writing of its approval of plans as submitted or of its disapproval with reasons for any disapproval, but if the Plantation Homeowners Association, Inc. shall fail to send either notice within the thirty (30) day period, then the plans as submitted shall be deemed approved.

**CONSENT TO AMENDMENT TO PARAGRAPH E OF THE ORIGINAL COVENANTS OF THE PLANTATION SUBDIVISION EFFECTIVE NOVEMBER 1, 1993**

We, the undersigned, are owners of the real estate described below in the Plantation subdivision. We hereby consent to and approve the adoption of the Amendment to Paragraph E of the original covenants described above and effective November 1, 1993.

Lot 1 William A. Horner Gail K. Horner  
William A. Horner Gail K. Horner

Lot 2 Glenn R. Jones Carolyn K. Jones  
Glenn R. Jones Carolyn K. Jones

Lot 3 \_\_\_\_\_  
Charles S. Tomek Debra J. Tomek

Lot 4 David E. Mills Nancy S. Mills  
David E. Mills Nancy S. Mills

Lot 5 David J. Faulkner Janice A. Faulkner  
David J. Faulkner Janice A. Faulkner

Lot 6 J. Patrick O'Brien Casandra L. O'Brien  
J. Patrick O'Brien Casandra L. O'Brien

Lot 7 Jay M. Bergmeier Nancy E. Bergmeier  
Jay M. Bergmeier Nancy E. Bergmeier

Lot 8 C. Frederick Kuehl Pauline M. Kuehl  
C. Frederick Kuehl Pauline M. Kuehl

Lot 9 Craig L. Reinke Sheila R. Reinke  
Craig L. Reinke Sheila R. Reinke

Lot 10 James R. Birney Nancy E. Birney  
James R. Birney Nancy E. Birney

Lot 11 Kevin P. McCormick Gina McCormick  
Kevin P. McCormick Gina McCormick

Lot 12 *Kenneth R. Spaustat* *Elizabeth J. Spaustat*  
 Kenneth R. Spaustat Elizabeth J. Spaustat

Lot 13 *Owen G. Hanson* *Dangwote Antanelis*  
 Owen G. Hanson ~~Mary Hanson~~  
~~Dangwote Antanelis~~

Lot 14 *Timothy J. Augustyn* *Linda K. Augustyn*  
 Timothy J. Augustyn Linda K. Augustyn

Lot 15 *Phillip R. Pratt* *Sharon J. Pratt*  
 Phillip R. Pratt Sharon J. Pratt

Lot 16 *James M. Gloschen* *Donna R. Gloschen*  
 James M. Gloschen Donna R. Gloschen

Lot 17 *Clarence W. Butler* \_\_\_\_\_  
 Clarence W. Butler

Lot 18 \_\_\_\_\_  
 Harold L. Fite

Lot 19 *Richard D. Stenger* *Marilyn L. Stenger*  
 Richard D. Stenger Marilyn L. Stenger

Lot 20 *Jerry A. Warner* *Naomi I. Warner*  
 Jerry A. Warner Naomi I. Warner

Lot 21 *Brian K. Mason* *Kimberly A. Mason*  
 Brian K. Mason Kimberly A. Mason

Lot 22 *Martin F. Thompson* *Wanda M. Thompson*  
 Martin F. Thompson Wanda M. Thompson

Lot 23 \_\_\_\_\_  
 Kevin J. Archer Janet K. Archer

Lot 24 \_\_\_\_\_  
 John W. Houston Sarah V. Houston

Lot 25 *Gregory J. Mertz* *Nancy L. Mertz*  
 Gregory J. Mertz Nancy L. Mertz

Lot 26 *Richard D. Jugel* *Marlene A. Jugel*  
 Richard D. Jugel Marlene A. Jugel

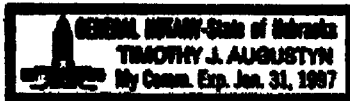
Lot 27 Thomas R. Mason Debra J. Mason  
 Thomas R. Mason Debra J. Mason

Lot 28 David Stodola Kathryn Stodola  
 David Stodola Kathryn Stodola

STATE OF NEBRASKA )  
 ) s.s.  
 COUNTY OF DOUGLAS )

The above Consent to Amendment to Paragraph E of the Original Covenants of the Plantation Subdivision effective November 1, 1993, was acknowledged before me on October 24, 1993 by the above signators.

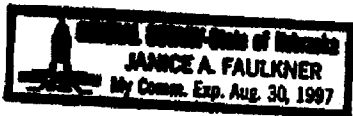
[Signature]  
 Notary Public



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 REGISTER OF DEEDS

STATE OF NEBRASKA )  
 ) s.s.  
 COUNTY OF DOUGLAS )

The above Consent to Amendment to Paragraph E of the Original Covenants of the Plantation Subdivision effective November 1, 1993, was acknowledged before me by Phillip R. Pratt, Sharon J. Pratt, Brian K. Mason, Kimberly A. Mason, Timothy J. Augustyn, Linda K. Augustyn, Richard D. Jugel, Marlene A. Jugel, Glenn R. Jones and Carolyn K. Jones on October 24, 1993.



Janice A. Faulkner  
 Notary Public

**AMENDMENT TO PARAGRAPH N OF THE ORIGINAL COVENANTS**

Paragraph N of the original covenants dated January 20, 1977 and recorded at Book 575, Page 649 of the Miscellaneous records of the Register of Deeds of Douglas County, Nebraska, is amended effective November 1, 1993 so that the following paragraph is added to the end of paragraph N:

All reasonable charges associated with the operation, maintenance, construction or reconstruction of any of the private roads in the subdivision (as provided in this paragraph N) shall be assessed by the Plantation Homeowners Association, Inc. against the lots of the subdivision and shall become a lien on the lot under the provisions of paragraph R of these covenants, together with interest and costs as provided in that paragraph, if these charges are not paid.

N. All reasonable charges

**CONSENT TO AMENDMENT TO PARAGRAPH N OF THE ORIGINAL COVENANTS OF THE PLANTATION SUBDIVISION EFFECTIVE NOVEMBER 1, 1993**

We, the undersigned, are owners of the real estate described below in the Plantation subdivision. We hereby consent to and approve the adoption of the Amendment to Paragraph N of the original covenants described above and effective November 1, 1993.

Lot 1 William A. Horner Gail K. Horner  
William A. Horner Gail K. Horner

Lot 2 \_\_\_\_\_  
Glenn R. Jones Carolyn K. Jones

Lot 3 \_\_\_\_\_  
Charles S. Tomek Debra J. Tomek

Lot 4 David E. Mills Nancy S. Mills  
David E. Mills Nancy S. Mills

Lot 5 David J. Faulkner Janice A. Faulkner  
David J. Faulkner Janice A. Faulkner

Lot 6 J. Patrick O'Brien Casandra L. O'Brien  
J. Patrick O'Brien Casandra L. O'Brien

Lot 7 Jay M. Bergmeier Nancy B. Bergmeier  
Jay M. Bergmeier Nancy B. Bergmeier

Lot 8 C. Frederick Kuehl Pauline M. Kuehl  
C. Frederick Kuehl Pauline M. Kuehl

Lot 9 Craig L. Reinke Sheila R. Reinke  
Craig L. Reinke Sheila R. Reinke

Lot 10 James R. Birney Nancy E. Birney  
James R. Birney Nancy E. Birney

Lot 11 \_\_\_\_\_  
Kevin P. McCormick Gina McCormick

- |        |                                                   |                                                       |
|--------|---------------------------------------------------|-------------------------------------------------------|
| Lot 12 | <u>Kenneth R. Spaustat</u><br>Kenneth R. Spaustat | <u>Elizabeth J. Spaustat</u><br>Elizabeth J. Spaustat |
| Lot 13 | <u>Owen E. Hanson</u><br>Owen E. Hanson           | <u>Mary Hanson</u><br>Mary Hanson                     |
| Lot 14 | <u>Timothy J. Augustyn</u><br>Timothy J. Augustyn | <u>Linda K. Augustyn</u><br>Linda K. Augustyn         |
| Lot 15 | <u>Phillip R. Pratt</u><br>Phillip R. Pratt       | <u>Sharon J. Pratt</u><br>Sharon J. Pratt             |
| Lot 16 | <u>James M. Gloschen</u><br>James M. Gloschen     | <u>Donna R. Gloschen</u><br>Donna R. Gloschen         |
| Lot 17 | <u>Clarence W. Butler</u><br>Clarence W. Butler   |                                                       |
| Lot 18 | <u>Harold L. Fite</u><br>Harold L. Fite           |                                                       |
| Lot 19 | <u>Richard D. Stenger</u><br>Richard D. Stenger   | <u>Marilyn L. Stenger</u><br>Marilyn L. Stenger       |
| Lot 20 | <u>Jerry A. Warner</u><br>Jerry A. Warner         | <u>Naomi I. Warner</u><br>Naomi I. Warner             |
| Lot 21 | <u>Brian K. Mason</u><br>Brian K. Mason           | <u>Kimberly A. Mason</u><br>Kimberly A. Mason         |
| Lot 22 | <u>Martin F. Thompson</u><br>Martin F. Thompson   | <u>Wanda M. Thompson</u><br>Wanda M. Thompson         |
| Lot 23 | <u>Kevin J. Archer</u><br>Kevin J. Archer         | <u>Janet K. Archer</u><br>Janet K. Archer             |
| Lot 24 | <u>John W. Houston</u><br>John W. Houston         | <u>Sarah V. Houston</u><br>Sarah V. Houston           |
| Lot 25 | <u>Gregory J. Mertz</u><br>Gregory J. Mertz       | <u>Nancy L. Mertz</u><br>Nancy L. Mertz               |
| Lot 26 | <u>Richard D. Jugel</u><br>Richard D. Jugel       | <u>Marlene A. Jugel</u><br>Marlene A. Jugel           |



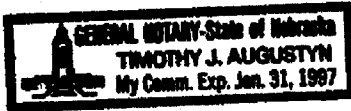
Lot 27 Thomas R. Mason Debra J. Mason  
 Thomas R. Mason Debra J. Mason

Lot 28 David Stodola Kathryn Stodola  
 David Stodola Kathryn Stodola

STATE OF NEBRASKA )  
 ) s.s.  
 COUNTY OF DOUGLAS )

The above Consent to Amendment to Paragraph N of the Original Covenants of the Plantation Subdivision effective November 1, 1993, was acknowledged before me on October 24, 1993 by the above signators.

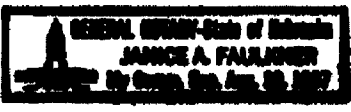
[Signature]  
 Notary Public



NOTARIAL SEAL AFFIXED  
 REGISTER OF DEEDS

STATE OF NEBRASKA )  
 ) s.s.  
 COUNTY OF DOUGLAS )

The above Consent to Amendment to Paragraph N of the Original Covenants of the Plantation Subdivision effective November 1, 1993, was acknowledged before me by Phillip R. Pratt, Sharon J. Pratt, Brian K. Mason, Kimberly A. Mason, Timothy J. Augustyn, Linda K. Augustyn, Richard D. Jugel, Marlene A. Jugel, Glenn R. Jones and Carolyn K. Jones on October 24, 1993.



Janice A. Faulkner  
 Notary Public

**AMENDMENT TO SUBPARAGRAPH O 5 OF THE ORIGINAL COVENANTS**

Paragraph O 5 of the original covenants dated January 20, 1977 and recorded at Book 575, Page 649 of the Miscellaneous records of the Register of Deeds of Douglas County, Nebraska, is amended effective November 1, 1993 so that it now reads as follows:

5. No signs or billboards of any type or nature whatsoever shall be placed on or constructed or erected on any lot or portion thereof without the prior written approval of the Plantation Homeowners Association, Inc. Any person desiring approval of any sign or billboard on any lot in the subdivision may apply to the Plantation Homeowners Association, Inc. for approval of the sign under paragraph Q of these covenants.