

TO WHOM IT MAY CONCERN:

The undersigned, PATZSETTER HOMES, INC., a Nebraska corporation,
owner of the following real estate:

lots 5 through 10 inclusive, lots 13 through 23 inclusive, lots 26
through 190 inclusive, lots 291 through 356 inclusive, lots 358
through 357 inclusive, all in Hillard Highlands South II, and lots
370 through 496 inclusive, in Hillard Highlands South II North,
both subdivisions in Sarpy County, Nebraska

does hereby state, publish and declare that all of said lots are and shall
be owned and held under and subject to the covenants, conditions and
restrictions set forth below.

1. The covenants, conditions and restrictions are to run with the
land and shall be binding upon all owners, present and future, until January
1, 2009. PROVIDED, however, until January 1, 2009, these covenants may be
modified or changed, in whole or in part, upon the written approval of the
owner(s) of sixty percent (60%) or more of the lots subject to them. After
January 1, 2009, these covenants shall be automatically extended for successive
periods of ten (10) years each unless modified or changed, in whole or in
part, by written approval of the owners of fifty one percent (51%) or more
of the lots subject to them.

2. If the owner of any lot shall violate or attempt to violate
any of the covenants herein, it shall be lawful for any owner of any lot
to bring legal proceedings against such person violating or attempting to
violate such covenants, to prevent him or them from so doing and/or to
recover damages or other compensation due for such violation; but this
instrument shall not be construed as placing any liability or obligation
for its enforcement upon the undersigned. Invalidity of any one of
the covenants by judgment or court order shall in no way affect any
of the other provisions, which shall remain in full force and effect.

3. All lots shall be used for residential, recreational, church
school, or park purposes. PROVIDED, however, model homes constructed by the
undersigned developer, its agents and assigns, for the purpose of displaying
and selling homes, and for office purposes, will not in any way be a violation
of these covenants.

4. 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.

5. No trailer, basement, tent, shack, garage, barn or any structure
of any like kind or character erected on said real estate shall at any time
be used as a residence temporarily or permanently. Nor dwelling constructed
on any lot or addition may be moved onto or permitted to remain on any

said license being granted for the use and benefit of all present and future owners of lots in said addition; PROVIDED, however, that said side lot line easements granted upon the specific condition that if both of said utility companies fail to construct cables, conduits or poles along any of said side lot lines within thirty-six (36) months of date hereof, or if any pole or wires are constructed but are thereafter removed without replacement within sixty (60) days after their removal, then this side line easement shall automatically terminate and become void as to such unused or abandoned easementways. All telephone entrances to residences or other principal structures on any of said lots shall be underground and the owner of each lot shall provide or have constructed at his cost the underground entrance to the residence which shall meet the following specifications: A 1/2-inch standard galvanized electrical conduit shall be put through the rear outside wall in the middle of each structure. This conduit shall extend 24 inches below the final rear grade line and extend flush into the basement area and shall be mechanically attached to the building. No permanent building, trees, 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 or rights granted herein.

7. Portland concrete public sidewalks four (4) feet wide by four (4) inches thick, shall be constructed in front of each built-upon lot and along the street side of each built-upon corner lot. The sidewalk shall be placed four (4) feet back of street curb line and shall be constructed by the then owner of the lot at the time of completion of the mainstructure and before occupancy or use thereof. In lieu of the installation of said sidewalk, because of weather, an escrow deposited with mortgagee or undersigned, or any other other qualified escrow agent, will be considered acceptable.

8. Dwellings shall be restricted to the following finished living square-foot areas, exclusive of garages, breezeways and porches:

- a) Eight Hundred (800) square feet on the ground floor of a one-story home;
- b) Eight Hundred (800) square feet throughout the home for a bi-level, tri-level, split-level, split-entry, 1-1/2 story or higher;
- c) The minimum setbacks for a residential structure shall be front yard, twenty (20) feet, and side yard, five (5) feet. Notwithstanding said requirements, the side and front yard limitations shall automatically be amended and changed in the event Sarpy County (or whatever governmental authority has jurisdiction) or any of its regulatory boards, shall determine and permit a lesser area or distance.

9. Motor vehicles of every type parked anywhere in the subdivision out in the open must be in operating condition; otherwise, said cars at the request or action of any landowner may be towed away at the expense of the car's owner. Motor vehicles must be parked in garages, on concrete slabs or driveways, and all repair work must be done indoors. All boats, trailers and campers, self-propelled or otherwise, of every kind and description must be parked or stored indoors so as not to be visible from outside.

the lot. No sign or billboard of any kind or size shall be erected, placed or permitted to remain on any lot until the undersigned has given its written approval therefor, except only "For Sale" signs not exceeding four (4) square feet in area will be permitted. The above restrictions as to signs does not apply to those erected by the undersigned developer, its agents and assigns, all in connection with the sale of property in the subdivision.

13. No animals, livestock, or poultry of any kind shall be raised bred or kept on any lot, except dogs, cats or other household pets, provided they are not kept, bred or maintained for any commercial purpose.

DATED this 30th day of July, 1979

PACESETTER HOMES, INC.

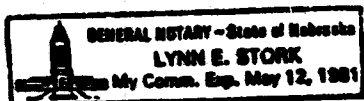
Attest:

Clarence J. Heavrin
Secretary

By: *Ralph J. Heavrin*
Ralph J. Heavrin, President

STATE OF NEBRASKA)
COUNTY OF SARPY) ss. On this 30 day of July, 1979, before me, the undersigned a Notary Public in and for said County, personally came RALPH J. HEAVRIN, President of Pacesetter Homes, Inc., a corporation, to me known to be the President and the identical person whose name is affixed to 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 the said corporation, and that the seal of said corporation was thereto affixed by its authority.

WITNESS my hand and seal the day and year last above written.



Lynn E. Stork
Notary Public

57-437
FILED SARP COUNTY, NE 575.50
BOOK 57 OF Misc Rec.
PAGE 437

Amendment to

Protective Covenants, Restrictions & Easements

1984 JUN 27 AM 3:03

LOTS 5 THROUGH 10 INCLUSIVE, LOTS 26 THROUGH 23 INCLUSIVE, LOTS 26 THROUGH 190 INCLUSIVE, LOTS 291 THROUGH 346 INCLUSIVE, LOTS 352 THROUGH 357 INCLUSIVE, ALL IN MILLARD HIGHLANDS SOUTH II, AND LOTS 370 THROUGH 496 INCLUSIVE, IN MILLARD HIGHLANDS SOUTH II REPLAT, BOTH SUBDIVISIONS IN SARP COUNTY, NEBRASKA.

This Amendent is made this 26th day of June, 1984 by Pacesetter Homes, Inc., a Nebraska Corporation, which does certify as follows:

I. That the undersigned, Pacesetter Homes, Inc., is the owner of more than sixty (60%) of the above-described lots (hereinafter referred to as "the property"), as required by Section 1 of the Protective Covenants, Restrictions and Easements for said property.

II. That the property was limited in its use pursuant to the Protective Covenants, Restrictions and Easements dated the 30th day of July, 1979, and recorded at Miscellaneous Book 52, Page 647, in the Office of the Register of Deeds of Sarpy County, Nebraska.

III. Said covenants are hereby amended so as to include the following provisions:

A. General Scheme of Development. As a part of the general scheme of development, provision has been made, and the property has been planned, so as to provide adequate access to sunlight and prevent the shading of solar collecting surfaces for the purpose of collection, use and storage of solar energy for domestic hot water heating, space heating, space cooling, and such other uses as may develop in the future.

B. Definitions. As used herein, the following terms shall be defined as follows:

1. SOLAR ENVELOPE. A Solar Envelope is three-dimensional and defines the maximum allowable space which may be

57-437A

located on the south wall and roof of homes on designated solar lots will be shaded on December 21 between the hours of 9:30 AM and 3:00 PM Mean Solar Time.

3. **SOLAR LOTS.** Those lots within the property for which provisions for solar access have been made.

4. **NON-SOLAR LOTS.** Those lots within the property for which solar development is not practicable for reasons of placement, topography, or proximity to lots located outside the property. Non-solar lots are, however, restricted by Solar Envelopes.

5. **FRONT SETBACK.** The minimum horizontal distance between the street line and the front line of the building, as determined by county zoning regulations.

6. **SOLAR SETBACK.** The maximum horizontal distance from the front curblineline to the south building line (south-facing facade) of the residence as shown in the Solar Envelope illustrations attached hereto and incorporated herein.

C. Solar Lots. The following lots have been designated as solar lots:

8, 9, 10, 13, 14, 15, 16, 19, 20, 21, 22, 23, 26, 27, 28, 29, 30, 31, 32, 33, 34, 38, 42, 43, 47, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 108, 109, 110, 111, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 291, 299, 310, 311, 312, 313, 314, 315, 316, 317, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 353, 354, 370, 371, 372, 373, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 456, 457, 460, 462, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496.

Non-solar Lots. The following lots have been designated as non-solar lots:

5, 6, 7, 12, 13, 25, 26, 27, 28, 40, 41, 44, 45, 46, 48, 49, 50, 51, 52, 53, 71.

1. No house, garage, fence, wall, sign, antenna, pole, or any other structure, or tree, bush, or other vegetation, or any other object shall be removed, altered, built, erected, installed, planted, or maintained or undertaken on any lot (whether designated solar or non-solar) within the property so as to exceed the allowable space designated in the Solar Envelope design for each lot (which Solar Envelope illustrations are attached hereto and incorporated herein) so as to provide solar access to designated solar lots within the property. Only necessary utility poles are specifically exempted from this provision.

2. No south facade of any residence shall be located so as to exceed the solar setback designated for the lot (as indicated on the Solar Envelope illustrations attached hereto and incorporated herein).

E. Limitation of Liability. While the property has been planned to provide adequate solar access for designated solar lots within the property, this instrument shall not be construed as a guarantee of adequate solar access for any particular lot or as placing any liability or obligation upon the undersigned to provide adequate access to solar energy. Lot owners are hereby cautioned that the burden for assuring adequate solar access for a particular type of solar energy system for a particular lot rests on the owner of that lot to insure that building design and configuration, solar energy system design and placement, vegetation, and all other applicable variables insure adequate solar access.

F. Enforcement. If the owners of any lot or their heirs, successors or assigns shall violate or attempt to violate any of the provisions of the Amendment herein, it shall be lawful for any owner of any lot to bring any legal proceeding against such person violating or attempting to violate such provisions either to prevent him or them from so doing or to recover damages or other compensation due for such violation; but this instrument shall not be construed as placing any liability or obligation for its enforcement upon the undersigned. Invalidation of any one of the provisions by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

IV. All other provisions of the Protective Covenants, Restrictions and Easements dated the 30th day of July, 1979, shall remain in full force and effect.

57-437C

Attest:

Secretary

STATE OF NEBRASKA)

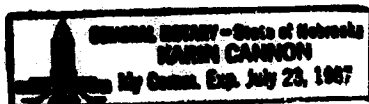
) ss.

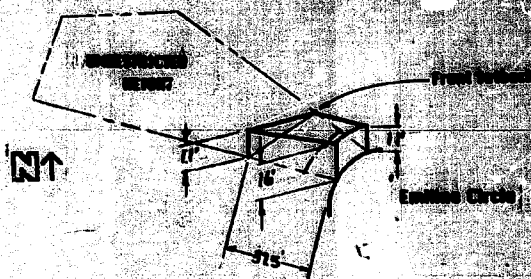
COUNTY OF SARPY)

On this 26th day of June, 1984, before me, the undersigned, a Notary Public in and for said County, personally came RALPH J. HEAVRIN, President of Pacesetter Homes, Inc., a corporation, to me known to be the President of said corporation and the identical person whose name is affixed to 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 the said corporation, and that the seal of said corporation was thereto affixed by its authority.

WITNESS my hand and seal the day and year last above written.

Karin Cannon
Notary Public





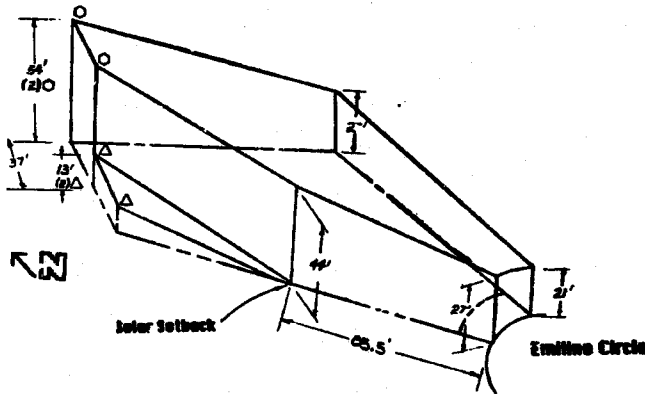
LOT #5
NO SCALE
MILLARD HIGHLAND SOUTH II

Lot # 5 of the Millard Highland South II Subdivision has a solar envelope that can be defined as beginning at the intersection of street curb and southwest property line at a height of 16 feet. The envelope roof then slopes down to a height of 11 feet where the street curb and the northeast property line meet and where the Southwest property line and the front setback meet. The envelope roof then drops to a height of 0 feet where the northwest property line and the setback meet. The remainder of the lot has a unlimited height restriction.



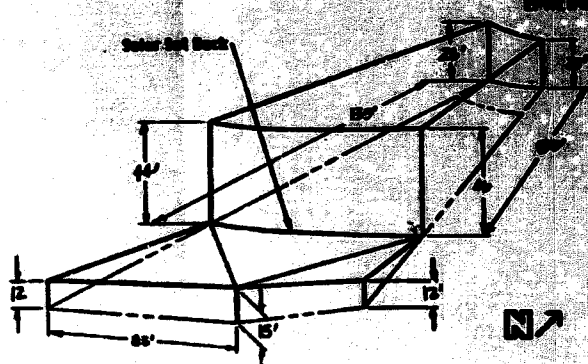
LOT #6
NO SCALE
MILLARD HIGHLAND SOUTH II

Lot # 6 of the Millard Highland South II Subdivision has a solar envelope that can be defined as beginning at a height of 12 feet above the southwest corner of the lot and rising to a height of 15 feet above the southeast corner of the lot and then sloping down to a height of 0 feet at the northeast corner of the lot. From the south property line the envelope slopes down to the solar setback to a height of 0 feet. The envelope rises above the front setback to a height of 44 feet above the west property line and at a height of 46 feet above the east property line. From the solar setback the envelope slopes down to the property line to the height of 26 feet above street curb at the northwest corner of the lot and 20 feet at the northeast corner of the lot.



LOT #7
NO SCALE
MILLARD HIGHLAND SOUTH II

Lot # 7 of the Millard Highland South II Subdivision has a solar envelope that can be defined as beginning at the intersection of street curb and northwest property line at a height of 21 feet. The envelope roof then slopes up to a height of 27 feet where the northwest property line and the west property line meet. From this point the envelope roof slopes up to the height of 54 feet at the southwest corner of the lot. The envelope roof continues at a height of 54 feet over the south property line until it reaches a point 37 feet from the southwest corner. At this point the envelope roof drops to a height of 44 feet where the solar setback and southeast property line meet. From the solar setback the envelope continues to slope to a height of 27 feet where the southeast property line and the street curb meet and then back to a height of 21 feet where the envelope began. The remainder of the envelope begins a height of 13 feet over the south property line and slopes to the point where the solar setback and southeast property line meet at a height of 0.



LOT #8
NO SCALE
MILLARD HIGHLAND SOUTH II

Lot # 8 of the Millard Highland South II Subdivision has a solar envelope that can be defined as beginning at a height of 12 feet above the southwest corner of the lot and rising to a height of 15 feet above the southeast corner of the lot and then sloping down to a height of 0 feet at the northeast corner of the lot. From the south property line the envelope slopes down to the solar setback to a height of 0 feet. The envelope rises above the front setback to a height of 44 feet above the west property line and at a height of 46 feet above the east property line. From the solar setback the envelope slopes down to the property line to the height of 26 feet above street curb at the northwest corner of the lot and 20 feet at the northeast corner of the lot.

PROTECTIVE COVENANTS, RESTRICTIONS AND

TO WHOM IT MAY CONCERN:

The undersigned, PACESETTER HOMES, INC., a Nebraska corporation,
owner of the following real estate:

Lots 497 through 556 inclusive in Millard Highlands South
a Subdivision in Sarpy County, Nebraska

1986 FEB 27 PM 4:20

REGISTER OF DEEDS

does hereby state, publish and declare that all of said lots are and shall
be owned and held under and subject to the covenants, conditions and
restrictions set forth below.

1. The covenants, conditions and restrictions are to run with the
land and shall be binding upon all owners, present and future, until January
1, 2009. PROVIDED, however, until January 1, 2009, these covenants may be
modified or changed, in whole or in part, upon the written approval of the
owner(s) of sixty percent (60%) or more of the lots subject to them. After
January 1, 2009, these covenants shall be automatically extended for successive
periods of ten (10) years each unless modified or changed, in whole or in
part, by written approval of the owners of fifty one percent (51%) or more
of the lots subject to them.

2. If the owner of any lot shall violate or attempt to violate
any of the covenants herein, it shall be lawful for any owner of any lot
to bring legal proceedings against such person violating or attempting to
violate such covenants, to prevent him or them from so doing and/or to
recover damages or other compensation due for such violation; but this
instrument shall not be construed as placing any liability or obligation
for its enforcement upon the undersigned. Invalidation of any one of
the covenants by judgment or court order shall in no way affect any
of the other provisions, which shall remain in full force and effect.

3. All lots shall be used for residential, recreational, church
school, or park purposes. PROVIDED, however, model homes constructed by the
undersigned developer, its agents and assigns, for the purpose of displaying
and selling homes, and for office purposes, will not in any way be a violation
of these covenants.

4. 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.

5. No trailer, basement, tent, shack, garage, barn or any structure
of any like kind or character erected on said real estate shall at any time
be used as a residence temporarily or permanently. Nor dwelling constructed
in another area or addition

said license being granted for the use and benefit of all present and future owners of lots in said addition; PROVIDED, however, that said side lot line easements granted upon the specific condition that if both of said utility companies fail to construct cables, conduits or poles along any of said side lot lines within thirty-six (36) months of date hereof, or if any pole or wires are constructed but are thereafter removed without replacement within sixty (60) days after their removal, then this side line easement shall automatically terminate and become void as to such unused or abandoned easementways. All telephone entrances to residences or other principal structures on any of said lots shall be underground and the owner of each lot shall provide or have constructed at his cost the underground entrance to the residence which shall meet the following specifications: A 1/2-inch standard galvanized electrical conduit shall be put through the rear outside wall in the middle of each structure. This conduit shall extend 24 inches below the final rear grade line and extend flush into the basement area and shall be mechanically attached to the building. No permanent building, trees, 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 or rights granted herein.

7. Portland concrete public sidewalks four (4) feet wide by four (4) inches thick, shall be constructed in front of each built-upon lot and along the street side of each built-upon corner lot. The sidewalk shall be placed four (4) feet back of street curb line and shall be constructed by the then owner of the lot at the time of completion of the mainstructure and before occupancy or use thereof. In lieu of the installation of said sidewalk because of weather, an escrow deposited with mortgagee or undersigned, or any other qualified escrow agent, will be considered acceptable.

8. Dwellings shall be restricted to the following finished living square-foot areas, exclusive of garages, breezeways and porches:

- a) Eight Hundred (800) square feet on the ground floor of a one-story home;
- b) Eight Hundred (800) square feet throughout the home for a bi-level, tri-level, split-level, split-entry, 1-1/2 story or higher;
- c) The minimum setbacks for a residential structure shall be front yard, twenty (20) feet, and side yard, five (5) feet. Notwithstanding said requirements, the side and front yard limitations shall automatically be amended and changed in the event Sarpy County (or whatever governmental authority has jurisdiction) or any of its regulatory boards, shall determine and permit a lesser area or distance.

9. Motor vehicles of every type parked anywhere in the subdivision out in the open must be in operating condition; otherwise, said cars at the request or action of any landowner may be towed away at the expense of the car's owner. Motor vehicles must be parked in garages, on concrete slabs or driveways, and all repair work must be done indoors. All boats, trailers and campers, self-propelled or otherwise, of every kind and description must be parked or stored indoors so as not to be visible from outside.

the lot. No sign or billboard of any kind or size shall be erected, placed or permitted to remain on any lot until the undersigned has given its written approval therefor, except only "For Sale" signs not exceeding four (4) square feet in area will be permitted. The above restrictions as to signs does not apply to those erected by the undersigned developer, its agents and assigns, all in connection with the sale of property in the subdivision.

13. No animals, livestock, or poultry of any kind shall be raised bred or kept on any lot, except dogs, cats or other household pets, provided they are not kept, bred or maintained for any commercial purpose.

DATED this 30th day of August, 1985

PACESETTER HOMES, INC.

Attest:

Audrey Hearn
Secretary

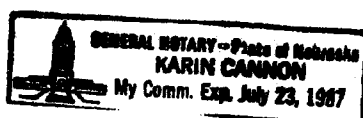
By: Ralph J. Heavrin
Ralph J. Heavrin, President

STATE OF NEBRASKA)
COUNTY OF SARPY) ss.

On this 30th day of August, 1985, before me, the undersigned a Notary Public in and for said County, personally came RALPH J. HEAVRIN, President of Pacesetter Homes, Inc., a corporation, to me known to be the president and the identical person whose name is affixed to 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 the said corporation, and that the seal of said corporation was thereto affixed by its authority.

WITNESS my hand and seal the day and year last above written.

Karin Cannon
Notary Public



ADDENDUM to Protective Covenants, Restrictions and Easements for Millard Highlands South III recorded February 27, 1986; filed in Searcy County, Arkansas, Book 59 of Miscellaneous Records, Page 404.

In the event that ninety percent (90%) of all Lots within a development phase of Millard Highlands South III Subdivision are not improved within 5 years from the date that Northwestern Bell Telephone Company shall have completed the installation of it's distribution system within such phase of said subdivision and filed notice of such completion ("Five Year Term"), then every Lot that is unimproved at the end of the Five Year Term shall be subject to a charge of Four Hundred Fifty Dollars (\$450.00) by Northwestern Bell Telephone Company or its successors. A Lot shall be considered as unimproved if construction of a permanent structure has not commenced on that Lot. Construction shall be considered as having commenced if a footing inspection has been made on the Lot in questions by officials of the City or other appropriate governmental authority.

Each development phase of Millard Highlands South III Subdivision shall be considered separately in determining whether ninety percent (90%) of the Lots within that Phase have been improved within the Five Year Term. In determining the date Northwestern Bell Telephone Company shall have completed the installation of it's distribution system, each development phase shall also be considered separately.

Such charge shall be due and owing immediately upon the expiration of the Five Year Term, and if such charge is not paid within 60 days after the sending of written notice by Northwestern Bell Telephone Company or its successors to the owner of an unimproved lot that such charge is due, then such charge will begin drawing interest commencing upon the expiration of the 60 day period at the rate of twelve percent (12%) per annum, or the maximum rate allowed by law if said maximum rate is less than 12% per annum at that time.

DATED this 28 day of April, 1986.

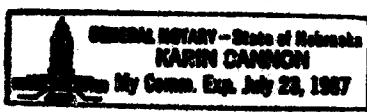
PACESETTER HOMES, INC.

Attest:

STATE OF NEBRASKA)
) ss.
COUNTY OF SARPY)

On this 28th day of April, 1986, before me, the undersigned a Notary Public in and for said County, personally came RALPH J HEAVRIN, President of Pacesetter Homes, Inc., a corporation, to me known to be the President and the identical person whose name is affixed to the foregoing instrument and acknowledge the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of the said corporation, and that the seal of said corporation was thereto affixed by its authority.

WITNESS by hand and seal the date and year last above written.



Karin Cannon
Notary Public

40.2
FILED SARPY CO., NE
BOOK 59 OF Miss. Rec.
PAGE 1008

1986 MAY -1 PM 3 37

Carl H. Hibbeland
REGISTER OF DEEDS