

58-161

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

THIS DECLARATION, made on the date hereinafter set forth, is made by Barrington Place Limited Partnership, hereinafter referred to as the "Declarant."

PRELIMINARY STATEMENT

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

Lots 1 through 52, inclusive, in Barrington Place, a subdivision, as surveyed, platted and recorded in Sarpy County, Nebraska.

WHEREAS, the Declarant will convey said lots, subject to certain protective covenants, conditions, restrictions, reservations, liens, and charges as hereinafter set forth,

NOW, THEREFORE, the Declarant hereby declares that all of the lots described above shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of said lots. These easements, covenants, restrictions, and conditions, shall run with said real property, and shall be binding upon all parties having or acquiring any right, title or interest in the above described lots, or any part thereof, and they shall inure to the benefit of each owner thereof.

**ARTICLE I.
DEFINITIONS**

A. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

B. "Properties" shall mean and refer to all such properties that are subject to the Declaration or any supplemental Declaration under the provisions hereof, which shall initially consist of Lots 1

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through 52, inclusive, in Barrington Place, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska.

C. "Lot" shall mean and refer to any plot of land shown upon the recorded subdivision map of the Properties, including lots and outlots.

D. "Declarant" shall mean and refer to BARRINGTON PLACE LIMITED PARTNERSHIP, a Nebraska Limited Partnership, its successors and assigns.

E. "Architectural Control Committee" shall mean the individual or committee appointed by the Declarant, its successors or assigns.

ARTICLE II. ARCHITECTURAL CONTROL

1. No dwelling, fence, other than fences constructed by Declarant, wall, driveway, patio, patio enclosure, deck, out building or dog house, swimming pool or other external improvements, above or below the surface of the ground shall be built, erected, placed, planted, altered or otherwise maintained or permitted to remain on any Lot, nor shall any grading, excavation or tree removal be commenced without express written prior approval of the Declarant through its Architectural Control Committee, or its permission by implied approval procured in the manner set forth below. No television, radio antenna, or wind power equipment shall be allowed.

2. The Declarant, through its Architectural Control Committee, shall consider general appearance, exterior color or colors, architectural character, harmony of external design and location in relation to surroundings, topography, location within the lot boundary lines, quality of construction, size and suitability for residential purposes as part of its review procedure. Only exterior colors of certain earthtone hues will be acceptable. Designs of a repetitive nature and/or within close proximity to one another will not be approved. Similar designs, forms, plans, styles or motifs will be considered repetitive if they are not separated by at least three adjacent lots regardless of orientation. Superficial, cosmetic or minor architectural detail differences in like designs will not constitute a basis for approval. The Architectural Control Committee specifically reserves

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the right to deny permission to construct or place any of the above-mentioned improvements which it determines will not conform to the general character, plan and outline for the development of the properties.

3. Documents submitted for approval shall be clear, concise, complete, consistent and legible. All drawings shall be to scale. Samples of materials to be included in the improvement may be required of the applicant at the discretion of the Architectural Control Committee. Submittals for the approval shall be made in duplicate and the comments and actions of the Architectural Control Committee will be identically marked on both copies of said submittals. One copy will be returned to the applicant, and one copy will be retained as part of the permanent records of the Committee. Each applicant shall submit to the Architectural Control Committee the following documents, materials and/or drawings:

1. Site plan indicating specific improvement and indicating Lot number, street address, grading surface drainage and sidewalks.
2. Complete construction plans, including, but not limited to, basement and upper floor plans, floor areas of each level, wall sections, stair and fireplace sections and exterior elevations clearly indicating flues or chimneys, type and extent of siding, roofing, other faces and/or veneer materials.
3. An architectural review fee of fifty dollars (\$50.00) per improvement plan per lot will be charged. Said fee is subject to adjustment or waiver if so determined by the Architectural Control Committee. Additional review fees will be required for resubmissions for the same lot or alterations or additions to previously reviewed submittals. If construction has commenced on any lot without Architectural Control Committee approval, the review fee will be one hundred dollars (\$100.00). The applicant's name, address and telephone number shall appear on each set of plans submitted to the Architectural Control Committee. If applicant wishes that his plans be returned via the mail, he shall include with his submittal an additional two dollars (\$2.00) for postage and handling.
4. The approval or disapproval of the Architectural Control Committee as required in these Covenants shall be in writing.

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Failure of the Architectural Control Committee to give either written approval or disapproval of submitted plans within thirty (30) days after receipt of all of the documents and the fee required above, by mailing such written approval or disapproval to the last known address of the applicant as shown on the submitted plans, shall operate to release such Lot from the foregoing provision.

**ARTICLE III.
RESTRICTIONS AND COVENANTS**

1. All lots shall be used exclusively for single-family residential purposes, except for such lots or parts thereof, as may hereafter be conveyed or dedicated for use as a church, school, park or other non-profit recreational purpose as may be approved, in writing, by Declarant, or its successors or assigns.
2. No single-family residence shall be created, altered, placed or permitted to remain on any lot other than one detached single-family dwelling, and said dwelling shall conform to the following requirements:

<u>TYPE OF DWELLING</u>	<u>MINIMUM AREA</u>	<u>LOCATION OF AREA</u>
A. One-story ranch house with attached garage	1,500 sq. ft.	On the main floor, exclusive of garage area (garage must be approximately at the same level as main floor)
B. One-story house with basement garage	1,600 sq. ft.	On the main floor
C. One and one-half story and two-story houses	2,300 sq. ft. 1,300 sq. ft.	Total area above the basement level Minimum area on main floor
D. Split entry (bi-level house)	1,600 sq. ft.	On the main floor
E. Tri-level (split level) house	2,000 sq. ft.	Total area above grade

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Area means finished habitable space, measured to the exterior of the enclosing walls, and does not include porches, stoops, breezeways, courtyards, patios, decks, basements, garages or carports. The maximum height of the dwelling shall be two (2) stories. The basement is not considered a story if it is one hundred percent (100%) above grade on one side, and essentially below grade on the other three (3) sides. All dwellings shall have attached, enclosed, side-by-side, two (2) car garages which must contain a minimum area of four hundred (400) square feet.

3. All buildings shall be located at least thirty-five (35) feet from the front Lot line, at least ten (10) feet from the side Lot lines and at least forty (40) feet from the rear Lot line. For purposes of this restriction, eaves, open patios and steps shall not be considered part of the building.

4. Exposed portions of the foundation on the front of each dwelling are to be covered with clay-fired brick or stone. Exposed portions of the foundation on the side of each dwelling facing the street, when said dwelling is located on a corner lot, is to be covered with clay-fired brick or stone. Exposed portions of the foundation on the sides not facing a street of a dwelling located on a corner lot, and the exposed portion of the foundation on the rear of every dwelling shall be covered with clay-fired brick, siding or shall be painted.

5. In the event that a fireplace is constructed as a part of a dwelling on any Lot, except a corner Lot, and said fireplace and/or the enclosure for the fireplace flue, is constructed in such a manner so as to protrude beyond the outer perimeter of the front or side of the dwelling, or is exposed above the roof, the enclosure of the fireplace and flue shall be constructed of, or finished with, clay-fired brick or stone. If the fireplace and/or the enclosure for the fireplace flue is constructed in such a manner so as to protrude beyond the outer perimeter of the rear of the dwelling, the enclosure of the fireplace and flue may be constructed of, or finished with, the same material as is the dwelling at the point from which the fireplace and/or the flue protrudes.

Notwithstanding the foregoing, when any fireplace is constructed as a part of a dwelling on any corner Lot, and said fireplace and/or the enclosure for the fireplace flue is constructed in such a manner so as to protrude beyond the outer perimeter of the dwelling, or is exposed above the roof, the enclosure of the fireplace and flue shall be constructed of, or finished with, clay-fired brick or stone.

6. No exterior or radio antenna of any sort shall be permitted.

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7. No fences may be built forward of the front line of the main residential structure and, under no circumstances, closer to any adjoining street than the closest point on the residence. Fences shall be constructed only of wood, brick or stone and are subject to the approval of the Declarant. Wire or chain-link fences shall not be permitted.

8. No structure of a temporary character, trailer, basement, tent, shack, barn or other out building shall be erected on said real estate, or used as a residence, temporarily or permanently. No prefabricated or factory built house or residential dwelling built elsewhere shall be moved onto or assembled on any of said Lots. No full or partial subterranean dwellings or log houses shall be constructed or erected on any Lot. No dwelling shall be moved from outside of the Properties onto any of said Lots. All dwellings shall be roofed with wood shakes or wood shingles. The parts of all pre-fabricated metal furnace flues that protrude from the roof of a dwelling must be painted and no furnace flue may protrude more than five (5) feet from the roof of the dwelling, as measured from the top cap of the flue to the point from which the flue emerges from the roof.

9. Public sidewalks are the responsibility of, and shall be constructed by, the then Owner of a Lot prior to the time of completion of a dwelling and before occupancy thereof. The extent of sidewalks, location, construction details, materials and grades shall be in accordance with the regulations of the City of Papillion and any revisions thereof. The maintenance of said sidewalks, after construction, shall be the responsibility of the Owners of each of the Lots.

10. The Declarant has created a water drainage plan by grading the Properties and installing improvements and easements for storm drainage in accordance with accepted engineering principles. No building shall be placed, nor any Lot graded, to interfere with such water drainage plan nor cause damage to the buildings or neighboring buildings or Lots.

11. No stable or other shelter for any animal, livestock, fowl or poultry shall be erected, altered, placed or permitted to remain on any lot except that a dog house constructed so as to house one (1) dog shall be permitted provided the construction plans and specifications and the location of the proposed structure have been first approved in writing by Declarant, or its assigns. Dog runs and dog houses shall be placed at the rear of the building and concealed from public view.

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12. No incinerator or trashburner shall be permitted on any Lot. No garbage or trash can or container shall be permitted to remain outside any dwelling. No garden, lawn or maintenance equipment of any kind whatsoever shall be stored or permitted to remain outside of any dwelling except while in actual use. No garage door shall be permitted to remain open except when entry to and exit from the garage are required. No permanent clothesline shall be permitted outside of any dwelling at any time. Any exterior air conditioning condenser units shall be placed in the rear yard.

13. No repair of any boats, automobiles, motorcycles, trucks, campers or similar vehicles shall be permitted outside of any garage at any time; nor shall vehicles offensive to the neighborhood be visibly stored, parked or abandoned in the neighborhood. No unused building material, junk or rubbish shall be left exposed on any lot except during actual building operations and then in as inconspicuous a manner as possible.

14. No boat, camper trailer, auto-drawn or mounted trailer of any kind, mobile home, truck, aircraft, camper truck or similar chattel shall be maintained or stored on any part of the real estate other than in an enclosed structure, for more than twenty (20) days within a calendar year. No grading or excavation equipment, tractors or semitractors/trailers shall be stored, parked, kept or maintained in any yards, driveways or streets at any time. However, this restriction should not apply to trucks, tractors or commercial vehicles which are necessary for the construction of residential dwellings during their period of construction. All residential lots shall provide at least the minimum number of off street parking areas or spaces for private passenger vehicles required by the applicable zoning ordinances of the City of Papillion, Nebraska.

15. All Lots shall be kept free of rubbish, debris, merchandise and building material: however, building materials may be placed on Lots when construction is started on the main residential structure intended for such Lot. In addition, vacant Lots where capital improvements have been installed adjoining the Lots shall not be used for dumping of earth or any other waste materials, and shall be maintained level and smooth enough for machine moving. No vegetation on vacant lots, where capital improvements have been installed adjoining the Lot, shall be allowed to reach more than a maximum height of eight (8) inches.

16. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood, including, but not limited to, odors, dust, glare, sound, lighting, smoke, vibration

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and radiation. Further, home occupations, as defined in the Zoning Code of the Municipal Code of the City of Papillion, Nebraska, shall not be permitted to take place within any of the residential dwellings.

17. A dwelling on which construction has begun must be completed within one (1) year from the date the foundation was dug for said dwelling.

18. Vegetable gardens and rock gardens shall be permitted only if maintained in the rear yard of any Lot, behind the dwelling on said Lot.

19. No residential dwelling shall be occupied by any person as a dwelling for such person until the construction of such dwelling has been completed, except for minor finish details.

20. No advertising signs, except one sign per lot consisting of not more than six (6) square feet advertising a lot as "For Sale", billboard, unsightly objects or nuisances shall be erected, placed or permitted to remain on the premises, nor shall the premises be used in any way for any purpose which may endanger the health or unreasonably disturb the owner or owners of any lot or any residence thereof. Further, no retail business activities of any kind whatsoever shall be conducted in any building or any portion of the property. Provided, however, the foregoing paragraph shall not apply to the business activities, signs and billboards or the construction and maintenance of buildings, if any, by Declarant, their agents or assigns, during the construction and sale period of the property.

21. No lot as initially platted shall be used as a building plot if it has been reduced below its original platted width or depth. However, parts of two or more platted lots may be combined into one (1) building plot if a plot is at least as wide as the minimum setback line, and as large in area as the largest of such lots as originally platted.

22. Any exterior lighting installed on any lot shall either be indirect or of such a controlled focus and intensity as not to disturb the residents of adjacent property.

23. Three (3) trees, each not less than three (3) inches in diameter, shall be planted in the front yard of each residence, to be located between the front of the dwelling and the front Lot line. No trees shall be planted in the dedicated street right-of-way located between the pavement and the Lot line. The

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trees referred to above shall be one of the following varieties:

Greenspire Linden
Marshall Seedless Ash
Skyline Honeylocust
Emerald Ash

The trees shall be planted within one (1) year from the date the foundation for the residence on the lot was completed.

ARTICLE IV.
EASEMENTS

1. A perpetual license and easement is hereby reserved in favor of and granted to the Northwestern Bell Telephone Company and to the Omaha Public Power District, and any company which has been granted a franchise to provide a cable television system in the area, their successors and assigns, to erect, operate, maintain, repair and renew 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, telegraph and message service including signals provided by a cable television system under a five (5) foot strip of land adjoining the front and side boundary lines of such lots, such licenses being granted for the use and benefit of all present and future owners of such lots: provided, however, that such easement is granted upon the specific condition that if both such utility companies fail to construct wires or conduits along any of the lot lines within thirty-six (36) months of the date hereof, or if any wires or conduits are constructed but hereafter removed without replacement within sixty (60) days after their removal, then this easement shall automatically terminate and become void as to such unused or abandoned easementways, but the same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the aforementioned uses or rights herein granted.

2. All telephone, cable television, and electric power service lines from property line to dwelling shall be underground.

ARTICLE V.
GENERAL PROVISIONS

1. The Declarant or any owner of a lot named herein shall have the

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right to enforce by a proceeding at law or in equity, all reservations, restrictions, conditions and covenants now or hereinafter imposed by the provisions of this Declaration either to prevent or restrain any violation or to recover damages or other dues of such violation. Failure by the Declarant or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

2. The covenants and restrictions of the Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded. This Declaration may be amended by Barrington Place Limited Partnership or any person, firm, corporation, partnership, or entity designated in writing by Barrington Place Limited Partnership in any manner which it may determine in its full and absolute discretion for a period of eight (8) years from the date hereof. Thereafter this declaration may be amended by an instrument signed by the owners of not less than seventy-five percent (75%) of the lots covered by this Declaration.

3. Invalidation of any one 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.

IN WITNESS WHEREOF, the Declarant has caused these presents to be executed this 21st day of December, 1984.

BARRINGTON PLACE LIMITED PARTNERSHIP

By [Signature]

PRESIDENT, OLD DOMINION
LAND COMPANY, INC. GENERAL PARTNER

STATE OF NEBRASKA)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this 21 day of December, 1984 by Charles H. Pool President of Old Dominion Land Company, A Nebraska Corporation, General Partner of Barrington Place Limited Partnership

Karen K. Kula

58-384

SUPPLEMENTAL DEDICATION

KNOW ALL MEN BY THESE PRESENTS:

That Barrington Place Limited, a Nebraska Limited Partnership, by and through Old Dominion Land Company, a Nebraska Corporation, General Partner, being the owner of the land described within the Surveyor's Certificate embraced within the Plat of Lots 1 through 52, inclusive, Barrington Place, being a platting of part of the SE1/4 of Section 34, T14N, R12E of the 6th P.M., Sarpy County, Nebraska, have caused said land to be subdivided into lots and streets to be numbered and named as shown on said Plat, do hereby ratify and approve of the disposition of such property as shown on such plat and do hereby dedicate to the public, for public use, the streets as shown on said plat, and do hereby further grant a perpetual easement to the Omaha Public Power District, and Northwestern Bell Telephone Company, and any company which has been granted a franchise to provide a cable television system in the area to be subdivided, their successors and assigns, to erect, operate, maintain, repair and renew poles, wires, crossarms, down guys and anchors, 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 for the transmission of signals and sounds of all kinds and the reception thereof, including signals provided by a cable television system and their reception, on, over, through, under and across a five (5') foot wide strip of land abutting all front and side boundary lot lines; an eight (8') foot wide strip of land adjoining the rear boundary lines of all interior lots; and a sixteen (16') foot wide strip of land adjoining the rear boundary lines of all exterior lots. The term exterior lots is herein defined as those lots forming the outer perimeter of the above described addition. Said sixteen (16') foot wide easement will be reduced to an eight (8') foot wide strip when the adjacent land is surveyed, platted and recorded if said sixteen (16') foot easement is not occupied by utility facilities and if requested by the Owner. No permanent building, trees, retaining walls or loose rock walls shall be placed in said easement ways, but the same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the aforesaid uses or rights herein granted.

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Carl H. Hildebrand
REGISTER OF DEEDS

By: BARRINGTON PLACE LIMITED PARTNERSHIP
OLD DOMINION LAND COMPANY, a Nebraska
corporation

By: *[Signature]*

59-2177

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

This Amendment to the Declaration of Covenants made on the date hereinafter set forth, as made by Barrington Place Limited Partnership, hereinafter referred to as the "Declarant".

PRELIMINARY STATEMENT OF AMENDMENT

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

Lots 1 through 8, 10, 12, 16 through 21, 25 through 39, and 42 through 51, inclusive, in Barrington Place, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska.

NOW THEREFORE, Declarant hereby amends the Declaration of Covenants, Conditions, Restrictions and Easements of Barrington Place found in the Miscellaneous Records at Book 58, Page 161, in the Sarpy County Register of Deeds, by adding the following Section.

ARTICLE VI
NOTICE OF POTENTIAL TELEPHONE FACILITIES CHARGE

In the event that ninety (90%) percent of all lots within a particular phase of Barrington Place are not improved within five (5) years from the date that Northwestern Bell Telephone Company shall have completed the installation of its 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 (\$450.00) Dollars 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 question by officials of the City or other appropriate governmental authority.

Each development phase of Barrington Place shall be considered separately in determining whether ninety (90%) percent of the lots within that phase have been improved within the five-year term. In determining that date, Northwestern Bell Telephone Company will have completed the installation of its distribution system. Each development phase shall also be considered separately.

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Such charge shall be due and owing immediately upon the expiration of the five-year term, and if such charge is not paid within sixty (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 sixty (60) day period at the rate of twelve (12%) percent per annum, or the maximum rate allowed by law if said maximum rate is less than twelve (12%) percent per annum at that time.

All other covenants, conditions, restrictions and easements of Barrington Place set forth in the Declaration of Covenants, Conditions, Restrictions and Easements shall continue to run with the real property and be binding on all parties having any right, title or interest in any lot in Barrington Place Subdivision, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 23rd day of June, 1986.

DECLARANT:
BARRINGTON PLACE LIMITED PARTNERSHIP

By

Charles A. Pool, President
Old Dominion Land Company, Inc.,
General Partner

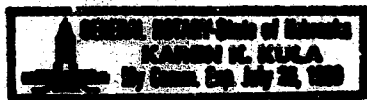
STATE OF NEBRASKA)

SS.

COUNTY OF SARPY)

The foregoing instrument was acknowledged before me this 23rd day of June, 1986 by Charles A. Pool, President of Old Dominion Land Company, Inc., a Nebraska corporation, General Partner of Barrington Place Limited Partnership.

Karen K. Kula
Notary Public



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BOOK 59 OF Misc

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Sharon J. Anderson
REGISTER OF DEEDS

Counter STEVE S
Verify NR
D.E. SW
Proof 176.00
Fee \$ 176.00
Ck ☒ Cash ☐ Chg ☐

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

This Second Amendment to the Declaration of Covenants, Conditions, Restrictions, and Easements of Barrington Place made on the date herein after set forth by the undersigned, hereinafter referred to as "Declarants" is made to amend the Declaration of Covenants, Conditions, Restrictions, and Easements of Barrington Place made on December 21, 1984 and recorded as Book 58 Page 161 through 161I, Register of Deeds, Sarpy County, Nebraska.

RECITALS

WHEREAS, the above stated covenants covered Lot 1 through Lot 52 inclusive and Lot 9A all in Barrington Place, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska; and

WHEREAS, the above stated covenants in Article V.2. provide that the covenants and restrictions of the Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded. This Declaration may be amended by Barrington Place Limited Partnership or any person, firm, corporation, partnership, or entity designated in writing by Barrington Place Limited Partnership in any manner which it may determine in its full and absolute discretion for a period of eight (8) years from the date hereof. Thereafter this Declaration may be amended by an instrument signed by the owners of not less than seventy-five percent (75%) of the lots covered by this Declaration.

WHEREAS, it has been at least eight (8) years from the date of said covenants; and

WHEREAS, the Declarants as of the date hereof are the owners of seventy-five percent (75%) or more of the lots covered by said covenants.

WHEREAS, the Declarants now desire to amend the above stated covenants to eliminate the requirement in Article III.8. that "All dwellings shall be roofed with shakes or wood shingles." and replace such requirement with "All roofs shall be minimum of twenty-five (25) year premium quality grade shingles and of similar quality as Tampo Heritage II Shingles.

NOW THEREFORE, the Declarants hereby amend the Declaration of Covenants, Conditions, Restrictions, and Easements of Barrington Place as follows:

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Article I

Deleting therefrom Article III subparagraph 8 and adding in its place and stead the following:

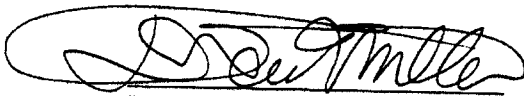
No structure of a temporary character, trailer, basement, tent, shack, barn or other out building shall be erected on said real estate, or used as a residence, temporarily or permanently. No prefabricated or factory built house or residential dwelling built full or partial subterranean dwellings or log houses shall be constructed or erected on any Lot. No dwelling shall be moved from outside of the Properties onto any of said Lots. All roofs shall be minimum twenty-five (25) year premium grade shingles and of similar quality as Tampo Heritage II shingles. The parts of all dwelling must be painted and no furnace flue may protrude more than five (5) feet from the roof of the dwelling, as measured from the top cap of the flue to the point from which the flue emerges from the roof.

Article II

All other terms of said covenants shall remain in full force and effect.

Dated this ^{13th} ~~6th~~ ^{5th} day of March 2000.
(Date is date of last signature)

Lot 1, Barrington Place

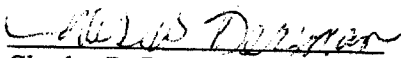

Drew Miller

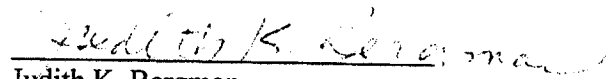

Annabeth Miller

Lot 2, Barrington Place

Sylvia J. Wulf

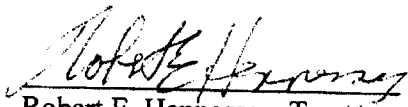
Lot 3, Barrington Place


Charles R. Bergman


Judith K. Bergman

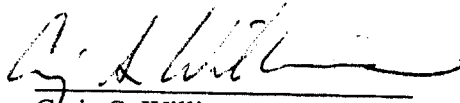
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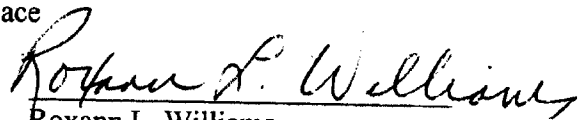
Lot 4, Barrington Place


Robert E. Hennessey, Trustee

deceased
Virginia M. Hennessey, Trustee

Lot 5, Barrington Place


Craig S. Williams

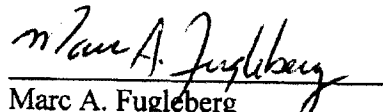

Roxann L. Williams

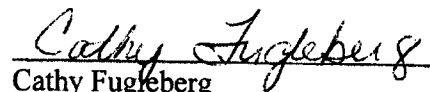
Lot 6, Barrington Place

Lyle W. Hadden

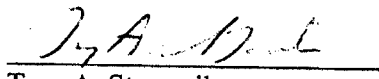
Betty J. Hadden

Lot 7, Barrington Place


Marc A. Fugleberg

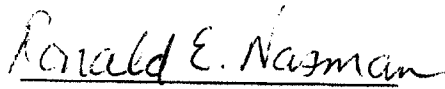

Cathy Fugleberg

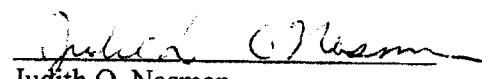
Lot 8, Barrington Place


Troy A. Starascik

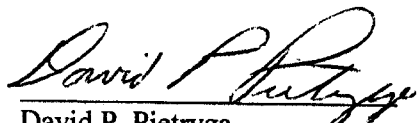

Jennifer K. Starascik

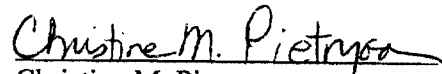
Lot 9A, Barrington Place


Robert E. Nasman
Renuld


Judith O. Nasman

Lot 10, Barrington Place


David P. Pietryga


Christine M. Pietryga

Lot 11, Barrington Place


Neal/James Penrod

2000-05861C

Lot 12, Barrington Place

Richard J. Schwartz
Richard J. Schwartz

Janice E. Schwartz
Janice E. Schwartz

Lot 13, Barrington Place

Alvin E. Tarrell
Alvin E. Tarrell

Maria E. Tarrell
Maria E. Tarrell

Lot 14, Barrington Place

Patrick W. Pfiefer
Patrick W. Pfiefer

Barbara A. Pfiefer
Barbara A. Pfiefer

Lot 15, Barrington Place

Gordon N. Reese, Trustee
Gordon N. Reese, Trustee

Dorothy G. Reese, Trustee
Dorothy G. Reese, Trustee

Lot 16, Barrington Place

Ronald A. Schact

Jeanette L. Schact

Lot 17, Barrington Place

Mark D. Fredericksen
Mark D. Fredericksen

Barbara K. Fredericksen
Barbara K. Fredericksen

Lot 18, Barrington Place

Kirk A. Eyman

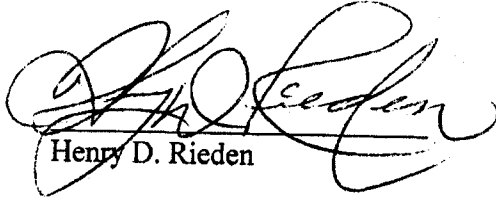
Mary K. Eyman

Lot 19, Barrington Place

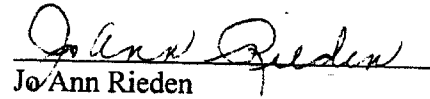
Jack D. Shockley
Jack D. Shockley

Joanette Shockley
Joanette Shockley

2000-05861 D


Henry D. Rieden

Lot 20, Barrington Place


Jo Ann Rieden

Lot 21, Barrington Place (SE 30' only)

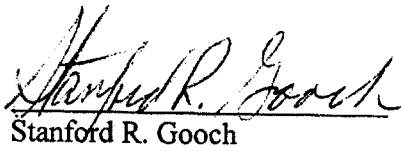
Theodore E. Vasko

Jennifer J. Vasko

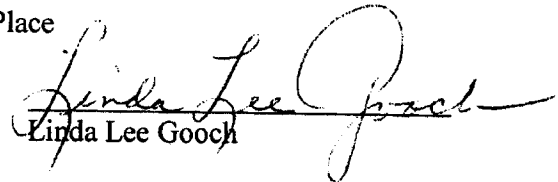
Lot 21, Barrington Place (Except SE 30')

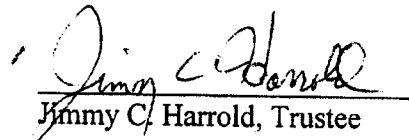
Arthur D. Grube

Donna R. Grube

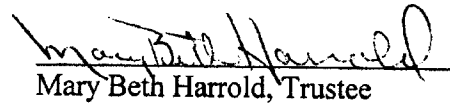

Stanford R. Gooch

Lot 22, Barrington Place

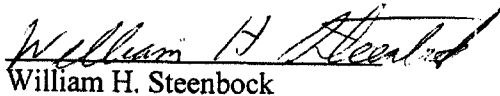

Linda Lee Gooch

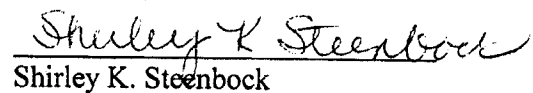

Jimmy C. Harrold, Trustee

Lot 23, Barrington Place

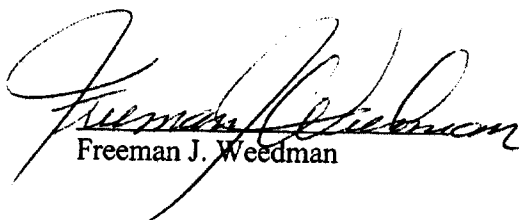

Mary Beth Harrold, Trustee

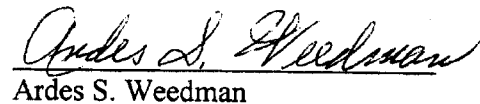
Lot 24, Barrington Place


William H. Steenbock


Shirley K. Steenbock

Lot 25, Barrington Place


Freeman J. Weedman


Ardes S. Weedman

2000-05861E

Lot 26, Barrington Place

deceased
Robert H. Carstens

Margaret A. Carstens
Margaret A. Carstens

Lot 27 & 28, Barrington Place

Jeffrey A. Petersen
Jeffrey A. Petersen

Paula M. Petersen
Paula M. Petersen

Lot 29 & 30, Barrington Place

Richard M. Scheer
Richard M. Scheer

Dorothy F. Scheer
Dorothy F. Scheer

Lot 31, Barrington Place

James E. Stewart
James E. Stewart

Edna L. Fleming
Edna L. Fleming

Lot 32, Barrington Place

Winston H. King
Winston H. King

Karen J. King
Karen J. King

Lot 33, Barrington Place

Edwin L. Keuter
Edwin L. Keuter

LaVonne E. Keuter
LaVonne E. Keuter

Lot 34, Barrington Place

Jeffry Lynn Strahmyer
Jeffry Lynn STRAHMYER

Lisa L. Strahmyer
Lisa L. Strahmyer

Lot 35, Barrington Place

Richard S. Lorimer
Richard S. Lorimer

Carol B. Lorimer
Carol B. Lorimer

2000-05861 F

Lot 36, Barrington Place

Roger R. Sievert

Sharen R. Sievert

Lot 37, Barrington Place

Joel E. Janssen

Lynette L. Janssen

Lot 38, Barrington Place

James H. Smith

Karen A. Smith
Karen A. Smith

Lot 39, Barrington Place

Richard J. Arab

Vicki S. Arab
Vicki S. Arab

Lot 40, Barrington Place

Gary A. Pietrok

Cassandra J. Pietrok
Cassandra J. Pietrok

Lot 41, Barrington Place

Leo W. Smith, II

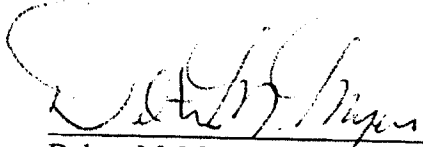
Mary Jo R. Smith

Lot 42, Barrington Place


Oakhaven Development, Inc.

By: D. V. Snodgrass, Title pres.

2000-05861 G


Delton M. Myers

Lot 43, Barrington Place

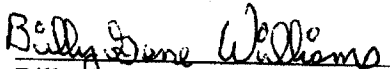

Christine L. Myers

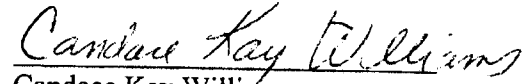
Lot 44, Barrington Place

Bernard Warren

Betsy Ann Patton

Lot 45, Barrington Place


Billy Gene Williams

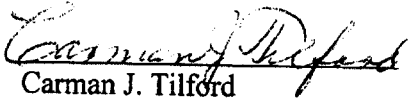

Candace Kay Williams

Lot 46, Barrington Place


Oscar E. Bowles

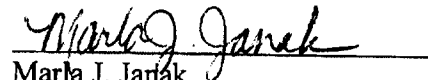

Lamira K. Bowles

Lot 47, Barrington Place

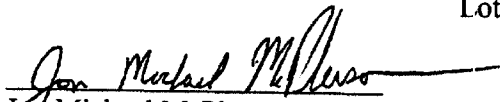

Carman J. Tilford

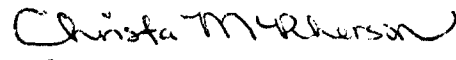
Lot 48, Barrington Place


Richard T. Janak, Jr.


Marla J. Janak

Lot 49, Barrington Place


Jon Michael McPherson


Christa McPherson

Lot 50, Barrington Place

Gary W. Gray

Karen L. Gray

2000-05861 H

Lot 43, Barrington Place

Delton M. Myers

Christine L. Myers

Lot 44, Barrington Place

Bernard Warren

Betsy Ann Patton

Lot 45, Barrington Place

Billy Gene Williams

Candace Kay Williams

Lot 46, Barrington Place

Oscar E. Bowles

Lamira K. Bowles

Lot 47, Barrington Place

Carman J. Tilford

Lot 48, Barrington Place

Richard T. Janak, Jr.

Marla J. Janak

Lot 49, Barrington Place

Jon Michael McPherson

Gary W. Gray

Lot 50, Barrington Place

Karen L. Gray

2000-05861 I

Lot 51, Barrington Place

Timothy L. Titus

Virginia F. Titus

Lot 52, Barrington Place

James H. Morrison
James H. Morrison

Gay L. Morrison
Gay L. Morrison

STATE OF NEBRASKA)
)ss.
COUNTY OF SARPY)

On this 11th day of MARCH 2000, before me, a Notary Public, qualified for said county,
personally came GORDON N. REESE, TRUSTEE, & DOROTHY G. REESE, TRUSTEE.

known to me to be the identical person(s) who signed the foregoing instrument and
acknowledged the execution thereof to be his/her/their voluntary act and deed for the purposes
therein expressed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my seal at
Papillion, Nebraska, on the day last above written.

SHIRLEY K. STEENBOCK
My Comm. Exp. April 20, 2001

Shirley K Steenbock
Notary Public

STATE OF NEBRASKA)
)ss.
COUNTY OF SARPY)

On this 11th day of MARCH 2000, before me, a Notary Public, qualified for said county,
personally came RICHARD J. SCHWARTZ

known to me to be the identical person(s) who signed the foregoing instrument and
acknowledged the execution thereof to be his/her/their voluntary act and deed for the purposes
therein expressed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my seal at
Papillion, Nebraska, on the day last above written.

A GENERAL NOTARY State of Nebraska
SHIRLEY K. STEENBOCK
My Comm. Exp. April 20, 2001

Shirley K Steenbock
Notary Public

2000-05861J

STATE OF NEBRASKA)
)ss.
COUNTY OF SARPY)

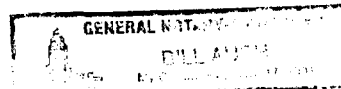
On this 12th day of MARCH 2000, before me, a Notary Public, qualified for said county,
personally came TROY A. STARASCIC
JENNIFER K STARASCIC

known to me to be the identical person(s) who signed the foregoing instrument and
acknowledged the execution thereof to be his/her/their voluntary act and deed for the purposes
therein expressed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my seal at
Papillion, Nebraska, on the day last above written.

[Signature]
Notary Public

STATE OF NEBRASKA)
)ss.
COUNTY OF SARPY)

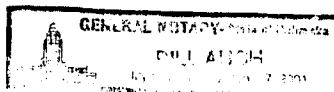


On this 12th day of MARCH 2000, before me, a Notary Public, qualified for said county,
personally came LINDA E. SCHWARTZ

known to me to be the identical person(s) who signed the foregoing instrument and
acknowledged the execution thereof to be his/her/their voluntary act and deed for the purposes
therein expressed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my seal at
Papillion, Nebraska, on the day last above written.

[Signature]
Notary Public



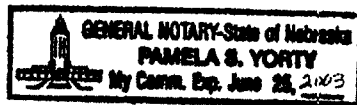
2000-05861 K

STATE OF NEBRASKA)
)ss.
COUNTY OF SARPY)

On this 13 day of March 2000, before me, a Notary Public, qualified for said county,
personally came Karen L. Gray

known to me to be the identical person(s) who signed the foregoing instrument and
acknowledged the execution thereof to be his/her/their voluntary act and deed for the purposes
therein expressed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my seal at
Papillion, Nebraska, on the day last above written.



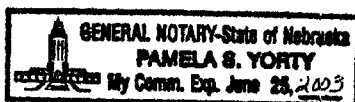
Pamela S. Yorty
Notary Public

STATE OF NEBRASKA)
)ss.
COUNTY OF SARPY)

On this 13 day of March 2000, before me, a Notary Public, qualified for said county,
personally came Gary W. Gray

known to me to be the identical person(s) who signed the foregoing instrument and
acknowledged the execution thereof to be his/her/their voluntary act and deed for the purposes
therein expressed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my seal at
Papillion, Nebraska, on the day last above written.



Pamela S. Yorty
Notary Public

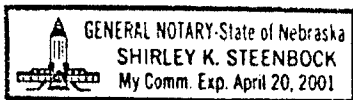
2000-05861 L

STATE OF NEBRASKA)
)ss.
COUNTY OF SARPY)

On this 11th day of MARCH 2000, before me, a Notary Public, qualified for said county,
personally came JAMES H. SMITH & KAREN A. SMITH

known to me to be the identical person(s) who signed the foregoing instrument and
acknowledged the execution thereof to be his/her/their voluntary act and deed for the purposes
therein expressed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my seal at
Papillion, Nebraska, on the day last above written.



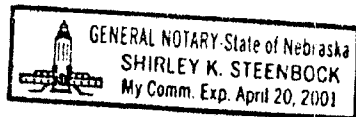
Shirley K Steenbock
Notary Public

STATE OF NEBRASKA)
)ss.
COUNTY OF SARPY)

On this 11th day of MARCH 2000, before me, a Notary Public, qualified for said county,
personally came RICHARD T. ARAB & VICKI S. ARAB

known to me to be the identical person(s) who signed the foregoing instrument and
acknowledged the execution thereof to be his/her/their voluntary act and deed for the purposes
therein expressed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my seal at
Papillion, Nebraska, on the day last above written.



Shirley K Steenbock
Notary Public

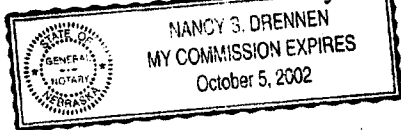
2000-05861 M

STATE OF NEBRASKA)
COUNTY OF ~~SARPY~~ ^{Douglas})ss.
COUNTY OF ~~SARPY~~)

On this 16th day of March 2000, before me, a Notary Public, qualified for said county,
personally came Drew and Angele Miller

known to me to be the identical person(s) who signed the foregoing instrument and
acknowledged the execution thereof to be his/her/their voluntary act and deed for the purposes
therein expressed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my seal at
Papillion, Nebraska, on the day last above written.



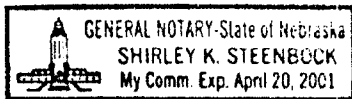
Nancy S. Drennen
Notary Public

STATE OF NEBRASKA)
COUNTY OF ~~SARPY~~)ss.
COUNTY OF ~~SARPY~~)

On this 11th day of MARCH 2000, before me, a Notary Public, qualified for said county,
personally came HENRY D. RIEDEN & JOANN RIEDEN

known to me to be the identical person(s) who signed the foregoing instrument and
acknowledged the execution thereof to be his/her/their voluntary act and deed for the purposes
therein expressed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my seal at
Papillion, Nebraska, on the day last above written.



Shirley K. Steenbock
Notary Public

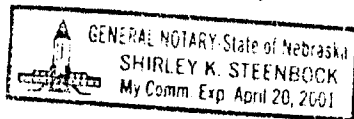
2000-05861 N

STATE OF NEBRASKA)
)ss.
COUNTY OF SARPY)

On this 11th day of MARCH 2000, before me, a Notary Public, qualified for said county,
personally came JACK D SHOCKLEY & JENNETTE SHOCKLEY

known to me to be the identical person(s) who signed the foregoing instrument and
acknowledged the execution thereof to be his/her/their voluntary act and deed for the purposes
therein expressed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my seal at
Papillion, Nebraska, on the day last above written.



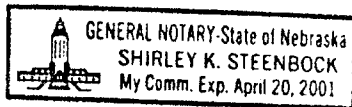
Shirley K Steenbock
Notary Public

STATE OF NEBRASKA)
)ss.
COUNTY OF SARPY)

On this 11th day of MARCH 2000, before me, a Notary Public, qualified for said county,
personally came GARY A. PIETROK & CASSANDRA J. PIETROK

known to me to be the identical person(s) who signed the foregoing instrument and
acknowledged the execution thereof to be his/her/their voluntary act and deed for the purposes
therein expressed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my seal at
Papillion, Nebraska, on the day last above written.



Shirley K Steenbock
Notary Public

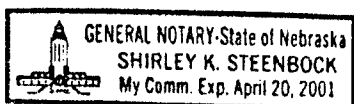
2000-05861 8

STATE OF NEBRASKA)
)ss.
COUNTY OF SARPY)

On this 11th day of MARCH 2000, before me, a Notary Public, qualified for said county,
personally came NEAL JAMES PEROLD

known to me to be the identical person(s) who signed the foregoing instrument and
acknowledged the execution thereof to be his/her/their voluntary act and deed for the purposes
therein expressed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my seal at
Papillion, Nebraska, on the day last above written.



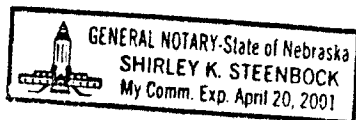
Shirley K Steenbock
Notary Public

STATE OF NEBRASKA)
)ss.
COUNTY OF SARPY)

On this 11th day of MARCH 2000, before me, a Notary Public, qualified for said county,
personally came BILLY GENE WILLIAMS + CANDACE KAY WILLIAMS

known to me to be the identical person(s) who signed the foregoing instrument and
acknowledged the execution thereof to be his/her/their voluntary act and deed for the purposes
therein expressed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my seal at
Papillion, Nebraska, on the day last above written.



Shirley K Steenbock
Notary Public

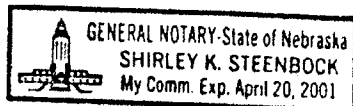
2000-058617

STATE OF NEBRASKA)
)ss.
COUNTY OF SARPY)

On this 11th day of MARCH 2000, before me, a Notary Public, qualified for said county,
personally came RONALD E. NASMAN & JUDITH C. NASMAN

known to me to be the identical person(s) who signed the foregoing instrument and
acknowledged the execution thereof to be his/her/their voluntary act and deed for the purposes
therein expressed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my seal at
Papillion, Nebraska, on the day last above written.



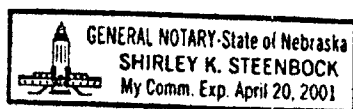
Shirley K Steenbock
Notary Public

STATE OF NEBRASKA)
)ss.
COUNTY OF SARPY)

On this 14th day of MARCH 2000, before me, a Notary Public, qualified for said county,
personally came RICHARD T. JAWAK JR & MARLA J. JAWAK

known to me to be the identical person(s) who signed the foregoing instrument and
acknowledged the execution thereof to be his/her/their voluntary act and deed for the purposes
therein expressed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my seal at
Papillion, Nebraska, on the day last above written.



Shirley K Steenbock
Notary Public

2000-05861 Q

STATE OF NEBRASKA)

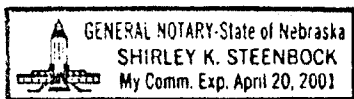
)ss.

COUNTY OF SARPY)

On this 11th day of MARCH 2000, before me, a Notary Public, qualified for said county,
personally came ROBERT E. HENNESSEY, TRUSTEE

known to me to be the identical person(s) who signed the foregoing instrument and
acknowledged the execution thereof to be his/her/their voluntary act and deed for the purposes
therein expressed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my seal at
Papillion, Nebraska, on the day last above written.



Shirley K Steenbock
Notary Public

STATE OF NEBRASKA)

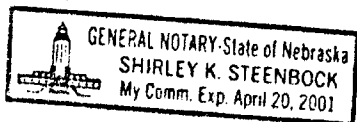
)ss.

COUNTY OF SARPY)

On this 11th day of MARCH 2000, before me, a Notary Public, qualified for said county,
personally came CHARLES R. BERGMAN & JUDITH K. BERGMAN

known to me to be the identical person(s) who signed the foregoing instrument and
acknowledged the execution thereof to be his/her/their voluntary act and deed for the purposes
therein expressed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my seal at
Papillion, Nebraska, on the day last above written.



Shirley K Steenbock
Notary Public

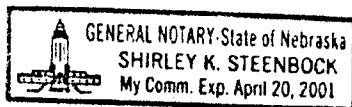
2000-05861 R

STATE OF NEBRASKA)
)ss.
COUNTY OF SARPY)

On this 11th day of MARCH, 2000, before me, a Notary Public, qualified for said county,
personally came JAMES E. STEWART & EDNA L. FLEMING

known to me to be the identical person(s) who signed the foregoing instrument and
acknowledged the execution thereof to be his/her/their voluntary act and deed for the purposes
therein expressed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my seal at
Papillion, Nebraska, on the day last above written.



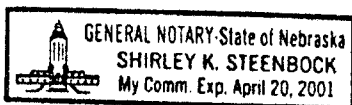
Shirley K Steenbock
Notary Public

STATE OF NEBRASKA)
)ss.
COUNTY OF SARPY)

On this 11th day of MARCH, 2000, before me, a Notary Public, qualified for said county,
personally came MARC A FUGLEBERG & CATHY FUGLEBERG

known to me to be the identical person(s) who signed the foregoing instrument and
acknowledged the execution thereof to be his/her/their voluntary act and deed for the purposes
therein expressed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my seal at
Papillion, Nebraska, on the day last above written.



Shirley K Steenbock
Notary Public

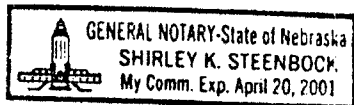
2000-05861 S

STATE OF NEBRASKA)
)ss.
COUNTY OF SARPY)

On this 14th day of MARCH 2000, before me, a Notary Public, qualified for said county,
personally came OSCAR E. BOWLES & LAMIRA K. BOWLES

known to me to be the identical person(s) who signed the foregoing instrument and
acknowledged the execution thereof to be his/her/their voluntary act and deed for the purposes
therein expressed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my seal at
Papillion, Nebraska, on the day last above written.



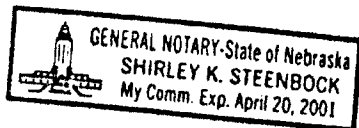
Shirley K. Steenbock
Notary Public

STATE OF NEBRASKA)
)ss.
COUNTY OF SARPY)

On this 14th day of MARCH 2000, before me, a Notary Public, qualified for said county,
personally came JEFFERY LYNN STRCHMYER & LISA L. STRCHMYER

known to me to be the identical person(s) who signed the foregoing instrument and
acknowledged the execution thereof to be his/her/their voluntary act and deed for the purposes
therein expressed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my seal at
Papillion, Nebraska, on the day last above written.



Shirley K. Steenbock
Notary Public

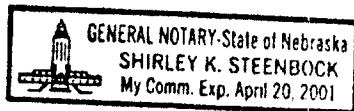
2000-05861 T

STATE OF NEBRASKA)
)ss.
COUNTY OF SARPY)

On this 5th day of MARCH 2000, before me, a Notary Public, qualified for said county,
personally came FREEMAN J. WEEDMAN & ARDES S. WEEDMAN

known to me to be the identical person(s) who signed the foregoing instrument and
acknowledged the execution thereof to be his/her/their voluntary act and deed for the purposes
therein expressed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my seal at
Papillion, Nebraska, on the day last above written.



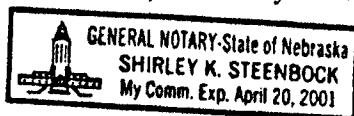
Shirley K Steenbock
Notary Public

STATE OF NEBRASKA)
)ss.
COUNTY OF SARPY)

On this 5th day of MARCH 2000, before me, a Notary Public, qualified for said county,
personally came RICHARD S. LORIMER & CAROL B. LORIMER

known to me to be the identical person(s) who signed the foregoing instrument and
acknowledged the execution thereof to be his/her/their voluntary act and deed for the purposes
therein expressed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my seal at
Papillion, Nebraska, on the day last above written.



Shirley K Steenbock
Notary Public

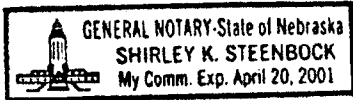
2000-05861 U

STATE OF NEBRASKA)
)ss.
COUNTY OF SARPY)

On this 5th day of March 2000, before me, a Notary Public, qualified for said county,
personally came EDWIN L. KEUTER & LAVONNE E KEUTER

known to me to be the identical person(s) who signed the foregoing instrument and
acknowledged the execution thereof to be his/her/their voluntary act and deed for the purposes
therein expressed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my seal at
Papillion, Nebraska, on the day last above written.



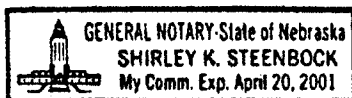
Shirley K Steenbock
Notary Public

STATE OF NEBRASKA)
)ss.
COUNTY OF SARPY)

On this 5th day of March 2000, before me, a Notary Public, qualified for said county,
personally came TOM MICHAEL MCPHERSON & CHRISTA MCPHERSON

known to me to be the identical person(s) who signed the foregoing instrument and
acknowledged the execution thereof to be his/her/their voluntary act and deed for the purposes
therein expressed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my seal at
Papillion, Nebraska, on the day last above written.



Shirley K Steenbock
Notary Public

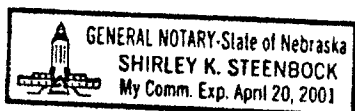
2000-05861 V

STATE OF NEBRASKA)
)ss.
COUNTY OF SARPY)

On this 5th day of MARCH 2000, before me, a Notary Public, qualified for said county,
personally came TIMMY C. HAROLD & MARY BETH HAROLD

known to me to be the identical person(s) who signed the foregoing instrument and
acknowledged the execution thereof to be his/her/their voluntary act and deed for the purposes
therein expressed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my seal at
Papillion, Nebraska, on the day last above written.



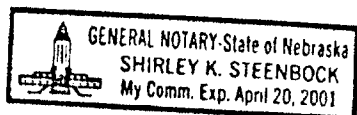
Shirley K Steenbock
Notary Public

STATE OF NEBRASKA)
)ss.
COUNTY OF SARPY)

On this 5th day of MARCH 2000, before me, a Notary Public, qualified for said county,
personally came JEFFREY A. PETERSEN & PAULA M. PETERSEN

known to me to be the identical person(s) who signed the foregoing instrument and
acknowledged the execution thereof to be his/her/their voluntary act and deed for the purposes
therein expressed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my seal at
Papillion, Nebraska, on the day last above written.



Shirley K Steenbock
Notary Public

2000 - 05861 W

Lot 51, Barrington Place

Timothy L. Titus

Virginia F. Titus

Lot 52, Barrington Place

James H. Morrison

Gay L. Morrison

STATE OF NEBRASKA)
COUNTY OF Douglas)ss.
SARPY)

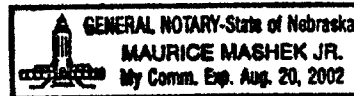
On this 3rd day of March 2000, before me, a Notary Public, qualified for said county, personally came WINSTON H. KING, AND KAREN J. KING MM last item

known to me to be the identical person(s) who signed the foregoing instrument and acknowledged the execution thereof to be his/her/their voluntary act and deed for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my seal at Papillion, Nebraska, on the day last above written.

Maurice Mashek Jr.
Notary Public

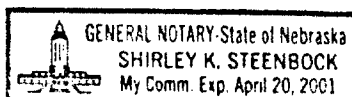
STATE OF NEBRASKA)
COUNTY OF SARPY)ss.



On this 11th day of March 2000, before me, a Notary Public, qualified for said county, personally came STANFORD R. GECCH & LINDA LEE GECCH

known to me to be the identical person(s) who signed the foregoing instrument and acknowledged the execution thereof to be his/her/their voluntary act and deed for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my seal at Papillion, Nebraska, on the day last above written.



Shirley K. Steenbock
Notary Public

2000-05861X

STATE OF NEBRASKA)
)ss.
COUNTY OF SARPY)

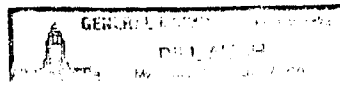
On this 12th day of MARCH 2000, before me, a Notary Public, qualified for said county,
personally came WILLIAM H. STEENROCK
SHERLEY K STEENROCK

known to me to be the identical person(s) who signed the foregoing instrument and
acknowledged the execution thereof to be his/her/their voluntary act and deed for the purposes
therein expressed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my seal at
Papillion, Nebraska, on the day last above written.

B. L.
Notary Public

STATE OF NEBRASKA)
)ss.
COUNTY OF SARPY)

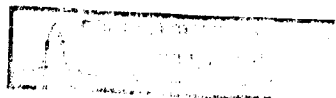


On this 12th day of MARCH 2000, before me, a Notary Public, qualified for said county,
personally came MARGARET A. CARSTENS

known to me to be the identical person(s) who signed the foregoing instrument and
acknowledged the execution thereof to be his/her/their voluntary act and deed for the purposes
therein expressed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my seal at
Papillion, Nebraska, on the day last above written.

B. L.
Notary Public



2000-05861 Y

STATE OF NEBRASKA)
)ss.
COUNTY OF SARPY)

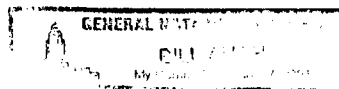
On this 12th day of MARCH 2000, before me, a Notary Public, qualified for said county,
personally came MARK D. FREDERIKSEN
BARBARA K. FREDERIKSEN

known to me to be the identical person(s) who signed the foregoing instrument and
acknowledged the execution thereof to be his/her/their voluntary act and deed for the purposes
therein expressed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my seal at
Papillion, Nebraska, on the day last above written.

B. R.
Notary Public

STATE OF NEBRASKA)
)ss.
COUNTY OF SARPY)

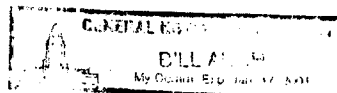


On this 12th day of MARCH 2000, before me, a Notary Public, qualified for said county,
personally came DELTON M. MYERS
CHRISTINE L. MYERS

known to me to be the identical person(s) who signed the foregoing instrument and
acknowledged the execution thereof to be his/her/their voluntary act and deed for the purposes
therein expressed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my seal at
Papillion, Nebraska, on the day last above written.

B. R.
Notary Public



2000-05861 Z

STATE OF NEBRASKA)
)ss.
COUNTY OF SARPY)

On this 12th day of MARCH 2000, before me, a Notary Public, qualified for said county,
personally came ALVIN E. TARRELL
MARILYN E. TARRELL

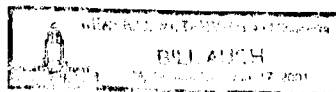
known to me to be the identical person(s) who signed the foregoing instrument and
acknowledged the execution thereof to be his/her/their voluntary act and deed for the purposes
therein expressed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my seal at
Papillion, Nebraska, on the day last above written.



Notary Public

STATE OF NEBRASKA)
)ss.
COUNTY OF SARPY)



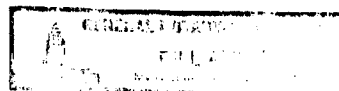
On this 12th day of MARCH 2000, before me, a Notary Public, qualified for said county,
personally came ASTOR U. PFIEFER
BARBARA A. PFIEFER

known to me to be the identical person(s) who signed the foregoing instrument and
acknowledged the execution thereof to be his/her/their voluntary act and deed for the purposes
therein expressed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my seal at
Papillion, Nebraska, on the day last above written.



Notary Public



2000-05861 Aa

STATE OF NEBRASKA)
)ss.
COUNTY OF SARPY)

On this 12th day of MARCH 2000, before me, a Notary Public, qualified for said county,
personally came JAMES H. MORRISON
GAY L. MORRISON

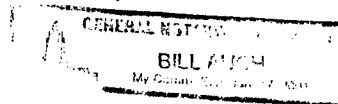
known to me to be the identical person(s) who signed the foregoing instrument and
acknowledged the execution thereof to be his/her/their voluntary act and deed for the purposes
therein expressed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my seal at
Papillion, Nebraska, on the day last above written.



Notary Public

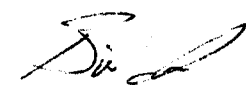
STATE OF NEBRASKA)
)ss.
COUNTY OF SARPY)



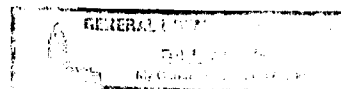
On this 12th day of MARCH 2000, before me, a Notary Public, qualified for said county,
personally came CRAIG S. WILLIAMS
ROXANN L. WILLIAMS

known to me to be the identical person(s) who signed the foregoing instrument and
acknowledged the execution thereof to be his/her/their voluntary act and deed for the purposes
therein expressed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my seal at
Papillion, Nebraska, on the day last above written.



Notary Public



2000-05861 AB

STATE OF NEBRASKA)
)ss.
COUNTY OF SARPY)

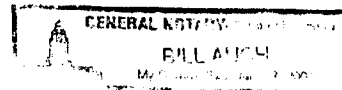
On this 12th day of MARCH 2000, before me, a Notary Public, qualified for said county,
personally came D-V SWOGER/SS

known to me to be the identical person(s) who signed the foregoing instrument and
acknowledged the execution thereof to be his/her/their voluntary act and deed for the purposes
therein expressed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my seal at
Papillion, Nebraska, on the day last above written.

Bill Auch
Notary Public

STATE OF NEBRASKA)
)ss.
COUNTY OF SARPY)

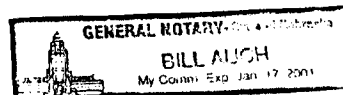


On this 12th day of MARCH 2000, before me, a Notary Public, qualified for said county,
personally came CARMEN TILGEB

known to me to be the identical person(s) who signed the foregoing instrument and
acknowledged the execution thereof to be his/her/their voluntary act and deed for the purposes
therein expressed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my seal at
Papillion, Nebraska, on the day last above written.

Bill Auch
Notary Public



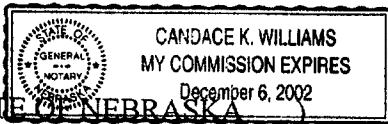
2000-05861 AC

STATE OF NEBRASKA)
)ss.
COUNTY OF SARPY)

On this 12th day of March, 2000, before me, a Notary Public, qualified for said county,
personally came David P. Pietryga and Christine M. Pietryga.

known to me to be the identical person(s) who signed the foregoing instrument and
acknowledged the execution thereof to be his/her/their voluntary act and deed for the purposes
therein expressed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my seal at
Papillion, Nebraska, on the day last above written.



Candace K. Williams
Notary Public

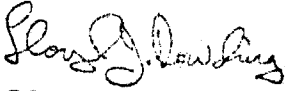
STATE OF NEBRASKA)
)ss.
COUNTY OF SARPY)

On this ____ day of _____, 2000, before me, a Notary Public, qualified for said county,
personally came _____

known to me to be the identical person(s) who signed the foregoing instrument and
acknowledged the execution thereof to be his/her/their voluntary act and deed for the purposes
therein expressed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my seal at
Papillion, Nebraska, on the day last above written.

Notary Public

FILED SARP CO. NE.	
INSTRUMENT NUMBER	
2002-11654	
2002 APR -1 A 9:36	
 REGISTER OF DEEDS	
Counter	DD
Verify	on
D.E.	JW
Proof	AK
Fee \$	126.00
Chk <input checked="" type="checkbox"/>	Cash <input type="checkbox"/> Chg <input type="checkbox"/>
1250	

**THIRD AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS OF BARRINGTON PLACE, A SUBDIVISION
IN SARP COUNTY, NEBRASKA**

This Third Amendment to the Declaration of Covenants, Conditions, Restrictions, and Easements of Barrington Place made on the date herein after set forth by the undersigned, hereinafter referred to as "Declarants" is made to amend the Declaration of Covenants, Conditions, Restrictions, and Easements of Barrington Place made on December 21, 1984 and recorded as Book 58 Page 161 through 1611, Register of Deeds, Sarpy County, Nebraska.

RECITALS

WHEREAS, the above stated covenants covered Lot 1 through Lot 52 inclusive and Lot 9A all in Barrington Place, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska; and

WHEREAS, the above stated covenants in Article V.2. provide that the covenants and restrictions of the Declaration shall run with the bind the land for a term of twenty (20) years from the date this Declaration is recorded. This Declaration may be amended by Barrington Place Limited Partnership or any person, firm, corporation, partnership, or entity designated in writing by Barrington Place Limited Partnership in any manner which it may determine in its full and absolute discretion for a period of eight (8) years from the date hereof. Thereafter this Declaration may be amended by an instrument signed by the owners of not less than seventy-five percent (75%) of the lots covered by this Declaration.

WHEREAS, it has been at least seventeen (17) years from the date of said covenants; and

WHEREAS, the Declarants as of the date hereof are the owners of seventy-five percent (75%) or more of the lots covered by said covenants.

WHEREAS, the Declarants now desire to amend the above stated covenants to amend Article III (3) to provide that the forty (40) foot from the rear yard-line

11654

2002-11654A

requirement shall not apply to Lot 21 Barrington Place and that Article III (3) shall be amended shall read as follows:

All buildings shall be located at least thirty-five (35) feet from the front Lot line, at least ten (10) feet from the side Lot lines and at least forty (40) feet from the rear Lot line except the rear lot line requirements shall not be applicable to Lot 21 Barrington Place. For purposes of this restriction, eaves, open patios, and steps shall not be considered part of the building.

NOW THEREFORE, the Declarants hereby amend the Declaration of Covenants, Conditions, Restrictions, and Easements of Barrington Place as follows:

Article I

Amend Article III (3) to provide that the forty (40) foot from the rear yard-line requirement shall not apply to Lot 21 Barrington Place and that Article III (3) shall be amended shall read as follows:

All buildings shall be located at least thirty-five (35) feet from the front Lot line, at least ten (10) feet from the side Lot lines and at least forty (40) feet from the rear Lot line except the rear lot line requirements shall not be applicable to Lot 21 Barrington Place. For purposes of this restriction, eaves, open patios, and steps shall not be considered part of the building.

Article II

All other terms of said covenants shall remain in full force and effect.

Dated this 1st day of April, 2002.

LOT 1, BARRINGTON PLACE

owner

owner

STATE OF NEBRASKA)
) ss
COUNTY OF SARPY)

On this ____ day of _____ 2002, before me, a Notary Public, qualified for said county personally came _____

known to me to be the identical person(s) who signed the foregoing instrument and acknowledged the execution thereof to be his/her/their voluntary act and deed for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my seal at Papillion, Nebraska, on the day last above written.

Notary Public

LOT 2, BARRINGTON PLACE

Sybil J. Hall
owner

owner

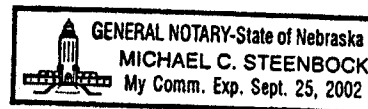
STATE OF NEBRASKA)
) ss
COUNTY OF SARPY)

On this 25 day of March, 2002, before me, a Notary Public, qualified for said county personally came SYLVIA J. WULF

known to me to be the identical person(s) who signed the foregoing instrument and acknowledged the execution thereof to be his/her/their voluntary act and deed for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my seal at Papillion, Nebraska, on the day last above written.

Michael C. Stearns
Notary Public



LOT 3, BARRINGTON PLACE

David Dyer
owner

owner

STATE OF NEBRASKA)
) ss
COUNTY OF SARPY)

On this 10 day of February 2002, before me, a Notary Public, qualified for said county personally came Charles S. Lawrence

known to me to be the identical person(s) who signed the foregoing instrument and acknowledged the execution thereof to be his/her/their voluntary act and deed for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my seal at Papillion, Nebraska, on the day last above written.

Michael C. Elwood
Notary Public

