

PROTECTIVE COVENANTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7. Any and all livestock maintained on the premises shall be kept in accordance with the requirements of SF1 zoning and shall be located to the rear of the residence. On

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

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

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

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

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

11. No dwelling house constructed in another area or

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

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

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

DATED this 7th day of June, 1977.

THE FARM, LTD., a Nebraska  
limited partnership

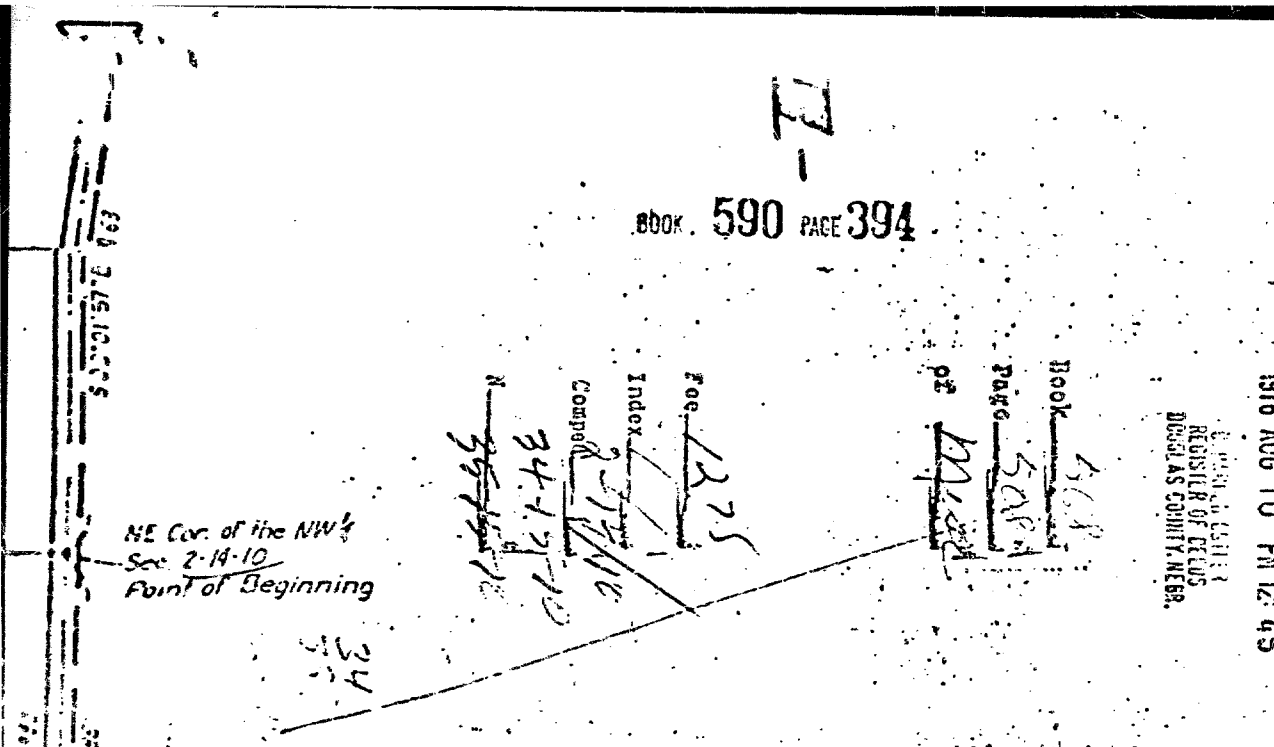
By: LUEDER DEVELOPMENT, INC.

By Dennis B. Andersen  
Dennis B. Andersen, President

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REGISTER OF DEEDS  
DOUGLAS COUNTY, NEBR.

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LEGAL DESCRIPTION

S.I.D. BOUNDARY

A tract of land consisting of the South 1/2 of the SW 1/4 of Section 35 and the South 1/2 of the SE 1/4 of Section 34 lying Southeasterly of the Elkhorn River in Township 15 North, Range 10 East of the 6th P.M., Douglas County, Nebraska; and the North 1/2 of the NW 1/4 of Section 2, Township 14 North, Range 10 East of the 6th P.M., Douglas County, Nebraska, said tract of land more particularly described as follows:

Beginning at the Northeast corner of said NW 1/4 of Section 2; thence S00°04'00"W, (assumed bearing), along the east line of said NW 1/4 of Section 2, a distance of 1286.86 feet to the Southeast corner of the NW 1/4 of said NW 1/4 of Section 2; thence S89°58'01"W, along the South line of said North 1/2 of the NW 1/4 of Section 2, a distance of 2636.56 feet, to the Southwest corner of the NW 1/4 of said NW 1/4 of Section 2; thence N00°01'34"W, along the West line of said NW 1/4 of Section 2, a distance of 1285.89 feet, to the Northwest corner of said Section 2; thence N89°56'17"W, along the South line of said SE 1/4 of Section 34, a distance of 2524.46 feet, to the point of intersection of said South line of the SE 1/4 of Section 34 and the Easterly high bank of said Elkhorn River; thence along said Easterly high bank of the Elkhorn River on the following described courses; thence N18°42'44"E, a distance of 24.31 feet; thence N23°05'14"E, a distance of 113.57 feet; thence N25°03'51"E, a distance of 91.73 feet; thence N36°27'29"E, a distance of 90.20 feet; thence N24°31'36"E, a distance of 263.95 feet; thence N18°37'23"E, a distance of 204.70 feet; thence N31°54'45"E, a distance of 111.27 feet; thence N16°25'03"E, a distance of 242.43 feet; thence N14°50'44"E, a distance of 251.87 feet; thence N14°52'14"E, a distance of 36.05 feet to the point of intersection of said Easterly high bank of the Elkhorn River and the North line of said South 1/2 of the SE 1/4 of Section 34; thence S89°54'49"E, along said North line of the South 1/2 of the SE 1/4 of Section 34, a distance of 2003.77 feet to the Northeast corner of the SE 1/4 of said SE 1/4 of Section 34; thence N99°58'53"E, along the North line of said South 1/2 of the SW 1/4 of Section 35, a distance of 2637.74 feet, to the Northeast corner of the SE 1/4 of said SW 1/4 of Section 35; thence S00°01'57"E, along the East line of said

KEEP

AMENDMENT TO PROTECTIVE COVENANTS

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

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

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

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

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

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

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

Executed this 12 day of March, 1979.

THE FARM, LTD., a Nebraska  
limited partnership

By: LUEDER DEVELOPMENT, INC.

By Dennis B. Andersen  
Dennis B. Andersen, President



Patrick Harkins  
Patrick Harkins, husband

Nancy A. Harkins  
Nancy A. Harkins, wife

Thomas E. Harvey  
Thomas E. Harvey, husband

Kathleen Harvey  
Kathleen Harvey, wife

Stephen F. Pflanz  
Stephen F. Pflanz, husband

Barbara M. Pflanz  
Barbara M. Pflanz, wife

x Stanley M. Seeds  
Stanley M. Seeds, husband

Joanna A. Seeds  
Joanna A. Seeds, wife

x Francis J. Cavlovic  
Francis J. Cavlovic, husband

Jinda K. Cavlovic  
Jinda K. Cavlovic, wife

x Harold I. Taylor  
Harold I. Taylor, husband

Martina Taylor  
Martina Taylor, wife

x Bradley K. Speer  
Bradley K. Speer, husband

Louise A. Speer  
Louise A. Speer, wife

STATE OF NEBRASKA )  
                                  ) ss.  
COUNTY OF DOUGLAS )

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

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

Cheryl A. Swanson  
Notary Public

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

SECOND AMENDMENT TO PROTECTIVE COVENANTS

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

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

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

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

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

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

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

Executed this 18<sup>th</sup> day of September, 1979.

THE FARM, LTD., a Nebraska  
Limited Partnership

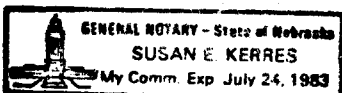
By: Lueder Development, Inc.

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

STATE OF NEBRASKA )  
 ) SS  
COUNTY OF DOUGLAS )

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

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



Susan E. Kerres  
Notary Public

My commission expires the 24<sup>th</sup> day of July, 1979.

Book 621  
Page 75  
of Three  
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C. HAROLD GATLER  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NEBR.

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THIRD AMENDMENT TO PROTECTIVE COVENANTS

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

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

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

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

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

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

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

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

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

Executed this 4<sup>th</sup> day of December, 1982.

Kenneth M. Donahoo  
Kenneth M. Donahoo

Nelsie T. Donahoo  
Nelsie T. Donahoo

STATE OF NEBRASKA)  
                                  )ss.  
COUNTY OF DOUGLAS)

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

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

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

*John J. McLaughlin*  
NOTARY PUBLIC



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EXHIBIT "A"

BOOK 681 PAGE 28

Presented to  
To The Office of  
GEORGE E. BIRNHART  
County Surveyor and Engineer  
Douglas County

Notes.

and existing corners at points A, B, C, D, E, F, G, H, I, J. Set point N at intersection lines D to E and E to H. Produced and chained line A to D 2652.87 feet setting point Y line one half the distance (1326.44) south of A. Produced and chained line B to H 1.80' setting point L on line one half the distance (1325.90) south of B. Produced and chained line D to N 2651.31' setting point M on line one half the distance (1325.66) east of D. Chained line K to L 2643.45'; D to F 2651.17', F to G 1372.88' and G to H 2046.45'. At points K, L, M, and N set 5/8 inch x 30 inch rebar, wood hub, and iron. All set produced with Wild Theodolite T10-158165 ED. All distances measured with 100 foot steel chain.

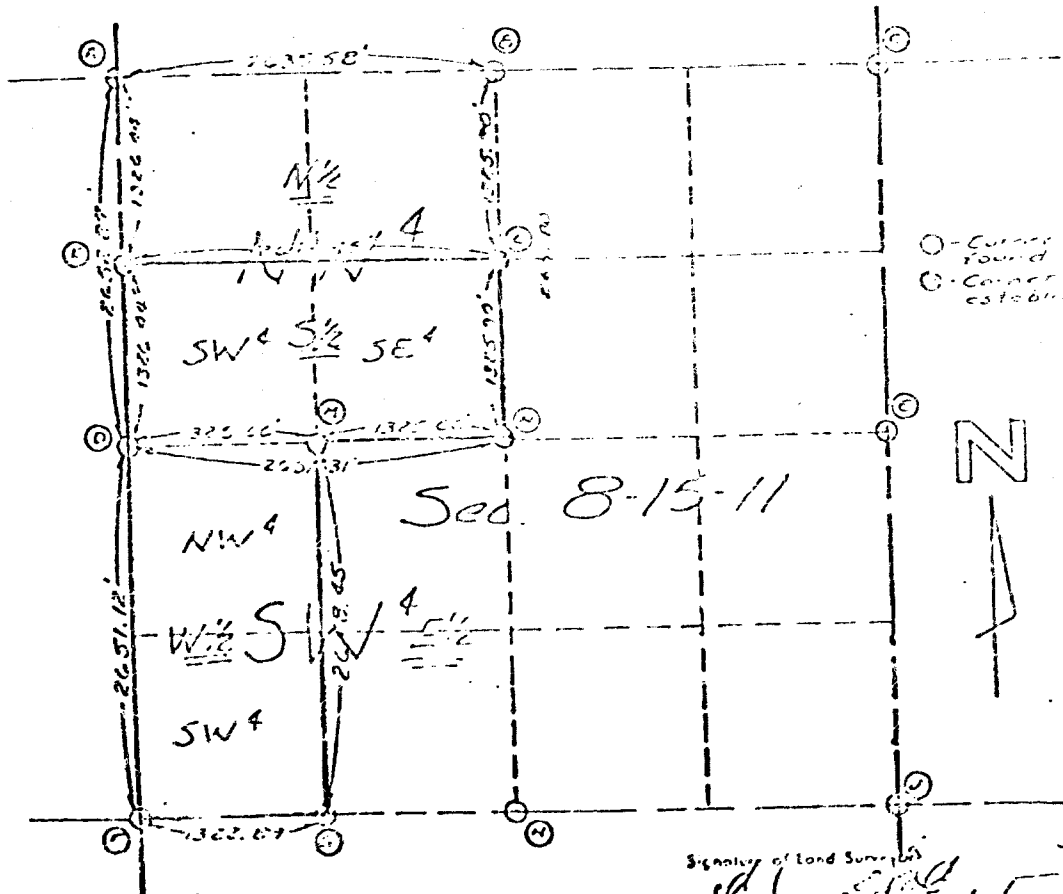
LAND SURVEYOR'S CERTIFICATE

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

Legal Description

South half of the Northwest Quarter and the West half of the Southwest Quarter, Section 8-15-11 Township 15 Range 11 East of the 6th P.M., Douglas County, Nebraska, containing 161.12 Acres.

to show showing tract surveyed with all pertinent points



Signature of Land Surveyor

*George E. Birnhart*

I hereby  
I am a

Legal C

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OFFICIAL

PLD. E

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FOURTH AMENDMENT TO PROTECTIVE COVENANTS

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

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

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

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

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

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

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

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

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Director

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*Handwritten signature*  
Director



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

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

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

Executed this 10 day of September, 1985.

[Signature]  
LOT NO. 48

[Signature]  
LOT NO. 21

[Signature]  
LOT NO. 39

[Signature]  
LOT NO. 22

[Signature]  
LOT NO. 37

[Signature]  
LOT NO. 17

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LOT NO. 34

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LOT NO. 14

[Signature]  
LOT NO. 32

[Signature]  
LOT NO. 18

[Signature]  
LOT NO. 31

[Signature]  
LOT NO. 11

DECK HOLLOW ASSOCIATES

27 any name  
LOT NO. 177 + 181

Larry D. Denton  
LOT NO. 31

Mr. Philip B. Fletcher  
LOT NO. #22

John S. McAlister  
LOT NO. 22

Paul L. Mousieff  
LOT NO. 116

K.M. Donahoe  
LOT NO. 1

Fred H. Hoff  
LOT NO. 2

K.M. Donahoe  
LOT NO. 3

J. A. Boulton  
LOT NO. 33

K.M. Donahoe  
LOT NO. 4

Vernon L. Newell  
LOT NO. 30

K.M. Donahoe  
LOT NO. 172

Frank Paul  
LOT NO. 25

K.M. Donahoe  
LOT NO. 173

Mark Wintergard  
LOT NO. 23

K.M. Donahoe  
LOT NO. 174

Spencer Const. Co. Profit  
Sharing Plan - C. O. Ludwig  
LOT NO. 24 + 35 Trustee

K.M. Donahoe  
LOT NO. 175

Larry N. Hill  
LOT NO. 10

K.M. Donahoe  
LOT NO. 178

Mike Hale  
LOT NO. 9

K.M. Donahoe  
LOT NO. 179

STATE OF NEBRASKA )  
                          ) ss.  
COUNTY OF DOUGLAS )

BOOK 768 PAGE 276

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

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

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

*Karen Meredith*  
NOTARY PUBLIC



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1986 MAR 21 AM 11:34  
GEORGE J. LESLEWICZ  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NEBR.

4336 Miss R

BK 768 Del vk Fee 45.50  
PG 273 Indx. 10/10 MC P.C  
OF Miss Comp (10)

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86A-  
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35-15-10-

BOOK 905 PAGE 151

FIFTH AMENDMENT TO PROTECTIVE COVENANTS

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

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

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

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

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

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

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

108 J. Miller

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

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

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

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

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

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

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

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

DATED this \_\_\_\_ day of \_\_\_\_\_, 1989.

Joanne McMill  
Lot 1, The Farm

Paul Holz  
Lot 2, The Farm

\_\_\_\_\_  
Lot 3, The Farm

\_\_\_\_\_  
Lot 4, The Farm

\_\_\_\_\_  
Lot 5, The Farm

AMERICAN BUSINESS COMPANY  
Lot 6, The Farm

AMERICAN BUSINESS COMPANY  
Lot 7, The Farm

S  
1



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SIXTH AMENDMENT TO PROTECTIVE COVENANTS

BOOK 1036 PAGE 457

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

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

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

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

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

4. All platted lots in the subdivision shall be used only for single-family residential purposes except such lots, or portions thereof, as may hereafter be conveyed to and dedicated by Sanitary and Improvement District No. 277 of Douglas County, Nebraska for recreational use, private parks solely and only for the use of subdivision residents, church buildings, or public or private school buildings and appurtenant grants. The requirements for single-family 1 (SF-1) in effect at the effective date of these Amended Protective Covenants shall remain in effect and any waiver or change of such restrictions by Douglas County shall not be effective to alter this Covenant unless the undersigned also consent to such waiver or change by executing and recording a proper written authorization amending these covenants.



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

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

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

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

6. The PCCC will be composed of not less than three owners, one of whom will be an incumbent trustee of Sanitary and Improvement District No. 277 so long as the Sanitary and Improvement District is legally in existence. The function of the PCCC will be to ensure compliance of all plans and specifications for structures to be built within the subdivision with the standards set forth in these covenants. The members of the PCCC shall be appointed by the Board of Directors or other governing body of a homeowners association organized and operated by the property owners in The Farm subdivision. In the event the homeowners association shall cease to exist or fail to appoint the members to the PCCC, any twelve (12) owners may call a meeting for the purpose of electing the members of the PCCC.

7. Prior to connecting water service lines to the water supply system of Sanitary and Improvement District No. 277, the owner, in addition to complying with the provisions of paragraph 5 above, must first pay the applicable water service connection fee.

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

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

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

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

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

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

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

g. **Outside Wiring.** All outside electrical, telephone and television service wiring shall be buried underground.

h. **Driveways.** Driveways shall be of portland concrete or asphalt from the roadway to the garage.

i. **Fences.** All fences must be of non-wire construction and of uniform height and materials. Fences, with the exception of decorative types such as split-rail, must be restricted to the rear of the front building line.

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

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

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

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

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

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

14. Outside radio or television antennas shall not be erected on any lot or structure with the exception that television satellite antennas may be erected provided they are positioned to the rear of the rear building line of the residence and screened by plantings or approved fences so as not to be obvious or readily visible from the street and from neighboring properties. Above-the-ground tanks containing propane or other heating fuel must also be positioned and screened in the same manner.

15. Lands conveyed to and dedicated by Sanitary and Improvement District No. 277 of Douglas County, Nebraska for private parks, church buildings, educational buildings or recreational or charitable uses shall be used only for said dedicated purposes. Rules, codes and restrictions governing the use of said dedicated lands shall be established and maintained by

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

DATED this 13<sup>th</sup> day of September, 1992.

Daryl A. [Signature]  
Lot # 42 Replat 2

Jean Hackett  
Lot # 36

Janell Snipper  
Lot # 19

Mark Weins  
Lot # 57 Replat #

Patricia A. Roberts  
Lot # 8 Replat

Jay A. Rich  
Lot # 28

Leah [Signature]  
Lot # 18

Bob Tebe  
Lot # 45

Stephen Z. [Signature]  
Lot # 29

Jane Raymond  
Lot # [Signature]

Kathryn H. Lake  
Lot # 1 22

[Signature]  
Lot # 59 Replat 2

Angela J. Miller  
Lot # 51 R2

Linda K. Carlswic  
Lot # 32

Carl A. Bachtbagen  
Lot # 24

[Signature]  
Lot # 37

Bernard A. Dara  
Lot # 30

Ruth Kella  
Lot # 2 Replats

Jean Hackett  
Lot # 35

Pat Johnston  
Lot # #14

Jean B Kauber  
Lot # 12

Loretta Trauer  
Lot # 33

Thomas E Haray  
Lot # 34

Larry R Miller  
Lot # 23

Wynona J Lynch  
Lot # 9

Kathleen R McCoy  
Lot # 47 R 2

Joe O Williams  
Lot # 52 Replat 2

Lot # \_\_\_\_\_

Linda A. Hunt  
Lot # 2 R-6

Lot # \_\_\_\_\_

Al W  
Lot # 46 R 2

Lot # \_\_\_\_\_

W. Bennett  
Lot # 53 Replat 2

Lot # \_\_\_\_\_

Loree Hentel  
Lot # 27

Lot # \_\_\_\_\_

Loree Hentel  
Lot # 1 Replat 6

Lot # \_\_\_\_\_

Ken Hordik  
Lot # 13

Lot # \_\_\_\_\_

Bob Karasik  
Lot # 17

Lot # \_\_\_\_\_

Tim M  
Lot # 48 Replat 2

Lot # \_\_\_\_\_

Mike D  
Lot # 21

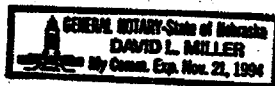
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STATE OF NEBRASKA )  
                          ) ss.  
COUNTY OF DOUGLAS )

BOOK 1036 PAGE 464

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

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



  
\_\_\_\_\_  
NOTARY PUBLIC

BOOK 1036 PAGE 465

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

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

[Signature]  
Lot # 43 Replat 2

[Signature]  
Lot # 4 Replat 6

[Signature]  
Lot # 35 R-7

[Signature]  
Lot # 6 Replat 6

[Signature]  
Lot # 56 Replat 2

[Signature]  
Lot # 49 R2

[Signature]  
Lot # EST 1 R 4

[Signature]  
Lot # 151

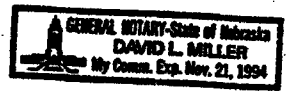
[Signature]  
Lot # 16

Lot # \_\_\_\_\_

[Signature]  
Lot # 71

Lot # \_\_\_\_\_

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



[Signature]  
NOTARY PUBLIC



BOOK 1036 PAGE 466

EXHIBIT "A"

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

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

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 GEORGE J. BUGLEWICZ  
 REGISTER OF DEEDS  
 DOUGLAS COUNTY, NE

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 PG 157-466 N 118 DEL MC  
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DALLAS COUNTY, NE

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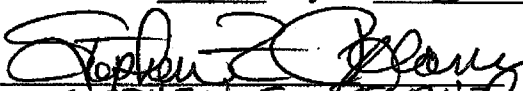
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### SEVENTH AMENDMENT TO PROTECTIVE COVENANTS

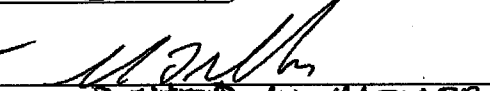
The undersigned, being owners of real estate located in The Farm, a subdivision in Douglas County, Nebraska, as surveyed, platted and recorded, and more particularly described on Exhibit "A" attached hereto and incorporated herein by reference, do hereby state, publish and declare that the real estate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

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


Dated this 21 day of October, 2001.

  
STEPHEN F. KELLAND


Lot # 29

  
DAVID L. MILLER

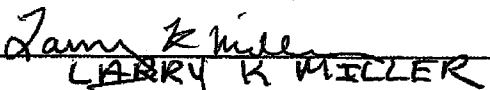
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THOMAS E. HARNEY

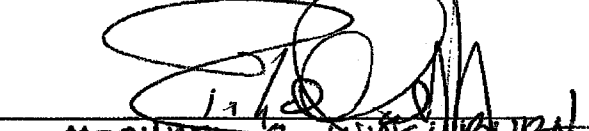
Lot # 34

  
MARK W. GUILDS

Lot # 55 REPLAT 2

  
LARRY K. MILLER

Lot # 23

  
MICHAEL E. WASHBURN

Lot # 56 REPLAT 2

Stein Hordvik  
STEIN-INGE HORDVIK  
Lot # 13

GREGORY KNEIFL  
GREGORY KNEIFL  
Lot # 2 R 5

JOHN C. HACKETT  
JOHN C. HACKETT  
Lot # 35

PATTI A. BOYLE  
PATTI A. BOYLE  
Lot # 50 R 2

JOAN C. HACKETT  
JOAN C. HACKETT  
Lot # 36

BRIAN K. ENGEL  
BRIAN K. ENGEL  
Lot # 16

THERESA M. MANAHAN  
THERESA M. MANAHAN  
Lot # 19

MICHAEL E. MEEKS  
MICHAEL E. MEEKS  
Lot # 15

ROBERT L. ELLEN  
ROBERT L. ELLEN  
Lot # 48 R 2

PATRICIA L. SHELDON  
PATRICIA L. SHELDON  
Lot # 10

THOMAS A. SHAVER  
THOMAS A. SHAVER  
Lot # 49 R 2

WILLIAM K. LAKE  
WILLIAM K. LAKE  
Lot # 22

C. CRAIG KENNETT  
C. CRAIG KENNETT  
Lot # 53 R 2

BEVERLY T. MERDING  
BEVERLY T. MERDING  
Lot # 4

THOMAS H. ROSENQUIST  
THOMAS H. ROSENQUIST  
Lot # 37

BEVERLY T. MERDING  
BEVERLY T. MERDING  
Lot # 5

Mark Boschuet  
MARK T. BOSCHUET  
Lot # 5 R 6

John W Utrie  
JOHN W UTRIE  
Lot # 33

Brian Broderick  
BRIAN BRODERICK  
Lot # 1

Donald R Kaiser  
DONALD R KAISER  
Lot # 31

Marcia Heywood  
MARCIA D. HEYWOOD  
Lot # 54 R 2

Margaret L. Bullock  
MARGARET L. BULLOCK  
Lot # 27

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

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

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

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

Pat Dahm  
Not Part of Covenants  
PATRICIA R. DAHMKE  
Lot # 2

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

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

Bob Nebe  
ROBERT A. NEBE  
Lot # 45 R 2

Larry G. Poindexter  
LARRY G. POINDEXTER  
Lot # 20

Bob Karasek  
ROBERT L. KARASEK  
Lot # 17

*Pam Wood*  
PAMELA J. WOOD  
Lot # 1R5

*Robert P. Johnston*  
ROBERT P. JOHNSTON  
Lot # 14

*Don Peers*  
DONALD R PEERS  
Lot # 18

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

*Michael A. Hedge*  
MICHAEL A. HEDGE  
Lot # 30

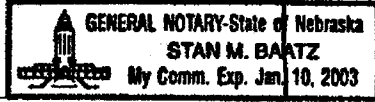
*Michael F. Benson*  
MICHAEL F. BENSON  
Lot # 21

*Leroy Roberts*  
LEROY ROBERTS  
Lot # 2-R4

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

*David L. Miller*  
DAVID L. MILLER  
Lot # 51 REPLAT #2

*Stan M. Bartz*



Lot # \_\_\_\_\_

Lot # \_\_\_\_\_

Lot # \_\_\_\_\_

Lot # \_\_\_\_\_

Lot # \_\_\_\_\_

Lot # \_\_\_\_\_

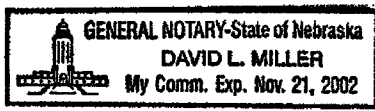
Lot # \_\_\_\_\_

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

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

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

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



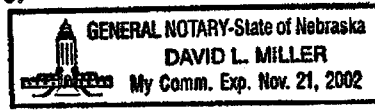
*[Signature]*  
Notary Public

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

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

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

STATE of NEBRASKA ) ss.  
COUNTY of Douglas )



*[Signature]*  
Notary Public

EXHIBIT "A"

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

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

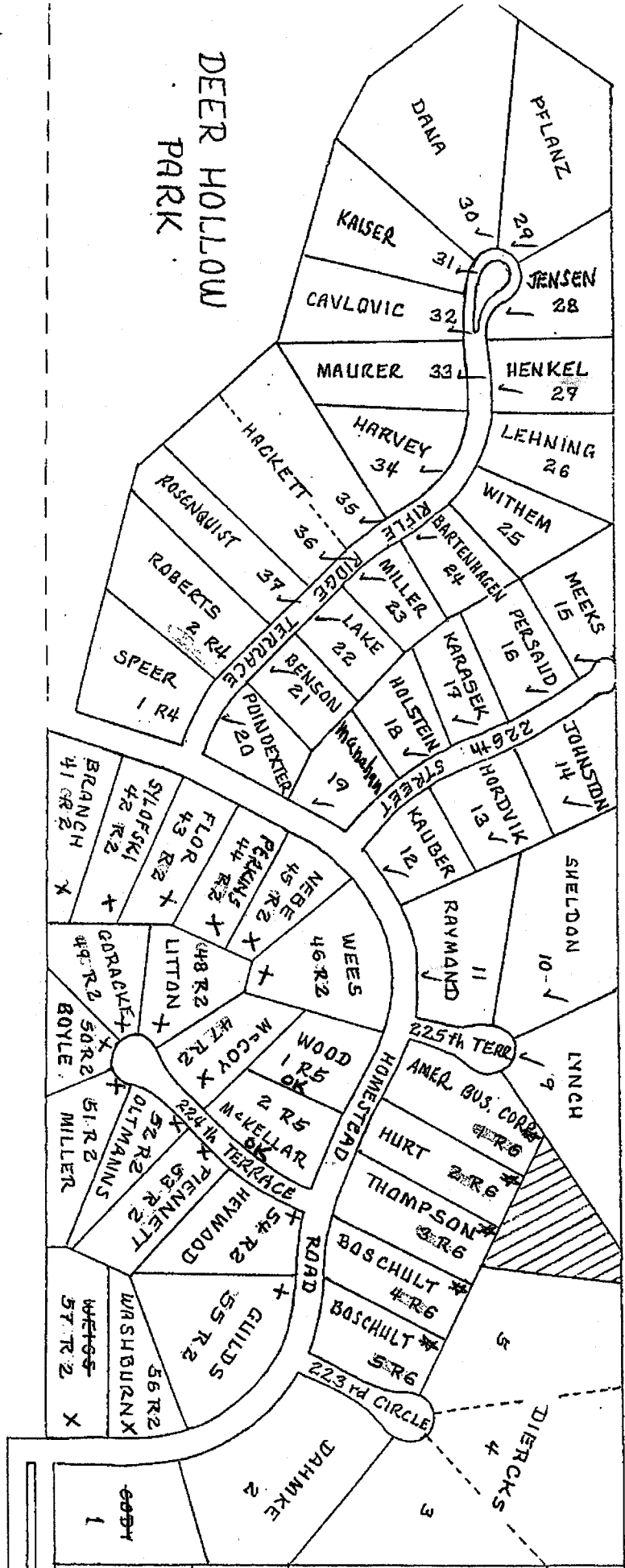
Seventh Amendment to Protective Covenants applies to the lots listed below:

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



Print names  
adjust history  
legals with ~~set~~

# The Farm



# SID No. 277 Resident Homeowners

16-Jan-02

| ACCT | LAST NAME    | FIRST NAME  | SPOUSE NAME    | STREET ADDRESS            | TELEPHONE      | LOT NBRS     |
|------|--------------|-------------|----------------|---------------------------|----------------|--------------|
| 024  | Bartenhagen  | Carl A.     | Evelyn D.      | 22746 Rifle Ridge Terrace | (402) 332-4150 | 24           |
| 021  | Benson       | Michael F.  | Peggy          | 22716 Rifle Ridge Terrace | (402) 332-4706 | 21           |
| 012  | Bolamperti   | Matthew P.  | Mary J.        | 3939 So. 226 Terrace      | (402) 332-2616 | 12           |
| 605  | Boschult     | Mark T.     | Gail           | 22306 Homestead Road      | (402) 332-5685 | 05 Replat 6  |
| 250  | Boyle        | Ned F.      | Patti A.       | 4041 So. 224 Terrace      | (402) 332-4835 | 50 Replat 2  |
| 001  | Broderick    | Brian       | Cheryl         | 22224 Homestead Road      | (402) 332-0050 | 01, Outlot 1 |
| 252  | Broekemeier  | David A.    | Robin          | 4025 So. 224 Terrace      | (402) 332-5418 | 52 Replat 2  |
| 027  | Bullock      | John B.     | Margaret L.    | 22816 Rifle Ridge Terrace | (402) 332-5385 | 27           |
| 032  | Cavlovic     | Francis J.  | Linda K.       | 22821 Rifle Ridge Terrace | (402) 332-3564 | 32           |
| 002  | Dahmke       | Patricia L. |                | 3926 So. 222 Street       | (402) 332-3554 | 02, Replat 3 |
| 604  | Denham       | Tom C.      | Janet R.       | 22318 Homestead Road      | (402) 332-2620 | 04 Replat 6  |
| 016  | Engel        | Brian K.    | Cynthia S.     | 3910 So. 226 Terrace      | (402) 332-5019 | 16           |
| 243  | Flor         | John C.     | Susan P.       | 22631 Homestead Road      | (402) 332-3648 | 43, Replat 2 |
| 004  | Gant         | John        | Beverly        | 3905 S. 223 Circle        | (402) 916-9000 | 03, 04       |
| 255  | Guilds       | Mark W.     | Maureen (Mo)   | 22243 Homestead Road      | (402) 332-5650 | 55 Replat 2  |
| 035  | Hackett      | Charles D.  | Joan C.        | 22735 Rifle Ridge Terrace | (402) 332-4460 | 35, 36       |
| 241  | Haman        | Vince       | Sue            | 22649 Homestead Road      | (402) 332-5105 | 41 Replat 2  |
| 034  | Harvey       | Thomas E.   | Sallyann       | 22805 Rifle Ridge Terrace | (402) 332-3506 | 34           |
| 030  | Hedge        | Michael     | Michelle       | 22833 Rifle Ridge Terrace | (402) 332-0111 | 30           |
| 601  | Henkel       | Larry R.    | Loree J.       | 22428 Homestead Road      | (402) 332-4430 | 01 Replat 6  |
| 254  | Heywood      | Michael D.  | Marcia D.      | 22311 Homestead Road      | (402) 332-3030 | 54 Replat 2  |
| 011  | Hodges       | Robert L.   | Karen Lynn     | 3920 So. 225 Terrace      | (402) 332-3065 | 11           |
| 013  | Hordvik      | Nancy L.    | Stein-Inge     | 3925 So. 226 Terrace      | (402) 332-5840 | 13           |
| 602  | Hurt         | Vern E.     | Linda H.       | 22416 Homestead Road      | (402) 332-4284 | 02 Replat 6  |
| 028  | Jensen       | William R.  | Mary Ann       | 22822 Rifle Ridge Terrace | (402) 332-5516 | 28           |
| 603  | Johnson      | Ken L.      | Ann V.         | 22404 Homestead Road      | (402) 332-2908 | 03 Replat 6  |
| 014  | Johnston     | Robert P.   | Patricia L.    | 3911 So. 226 Terrace      | (402) 332-3414 | 14           |
| 031  | Kaiser       | Donald R.   | LuAnn E.       | 22827 Rifle Ridge Terrace | (402) 332-3935 | 31           |
| 017  | Karasek      | Robert L.   | Cynthia E.     | 3918 So. 226 Terrace      | (402) 332-4665 | 17           |
| 502  | Kneiff       | Gregory     | Julie          | 4008 So. 224 Terrace      | (402) 332-5293 | 02 Replat 5  |
| 022  | Lake         | William K.  | Kathryn H.     | 22726 Rifle Ridge Terrace | (402) 332-4916 | 22           |
| 248  | Luellen      | Rob         | Marietta       | 4034 So. 224 Terrace      | (402) 332-9985 | 48 Replat 2  |
| 009  | Lynch        | John G.     | Winona (Nonie) | 3905 So. 225 Terrace      | (402) 332-4477 | 09           |
| 019  | Manahan      | Michael G.  | Theresa M.     | 22612 Homestead Road      | (402) 332-5713 | 19           |
| 247  | McCoy        | James M.    | Kathleen R.    | 4022 So. 224 Terrace      | (402) 332-4551 | 47 Replat 2  |
| 015  | Meeks        | Michael E.  | Karen E.       | 3904 So. 226 Terrace      | (402) 332-5696 | 15           |
| 251  | Miller       | David L.    | Angie          | 4035 So. 224 Terrace      | (402) 332-4416 | 51 Replat 2  |
| 023  | Miller       | Larry K.    | Judith Ann     | 22736 Rifle Ridge Terrace | (402) 332-4782 | 23           |
| 245  | Nebe         | Robert A.   | Judy           | 22607 Homestead Road      | (402) 332-3250 | 45 Replat 2  |
| 018  | Peers        | Donald R.   | Jeanne A.      | 3928 So. 226 Terrace      | (402) 332-5433 | 18           |
| 244  | Perkins      | Gary A.     | Carol J.       | 22621 Homestead Road      | (402) 332-5870 | 44 Replat 2  |
| 029  | Pflanz       | Stephen F.  | Anona M.       | 22828 Rifle Ridge Terrace | (402) 332-3524 | 29           |
| 253  | Piennett     | C. Craig    | M. B.          | 4015 So. 224 Terrace      | (402) 332-3160 | 53 Replat 2  |
| 020  | Poindexter   | Larry G.    | Suzanne D.     | 22706 Rifle Ridge Terrace | (402) 332-3841 | 20           |
| 402  | Roberts      | Leroy       | Patricia A.    | 22717 Rifle Ridge Terrace | (402) 332-5811 | 02 Replat 4  |
| 037  | Rosenquist   | Thomas H.   | Dianne         | 22723 Rifle Ridge Terrace | (402) 332-4323 | 37           |
| 249  | Shaver       | Thomas A.   | Vicky L.       | 4040 So. 224 Terrace      | (402) 332-5986 | 49 Replat 2  |
| 010  | Sheldon, Jr. | Laurence F. | Patricia L.    | 3910 So. 225 Terrace      | (402) 332-4622 | 10           |
| 401  | Speer        | Bradley K.  | Louise A.      | 22705 Rifle Ridge Terrace | (402) 332-4324 | 01 Replat 4  |
| 242  | Sylofski     | Edward J.   | Gerrie         | 22707 Homestead Road      | (402) 332-4513 | 42 Replat 2  |
| 033  | Utrie        | John W.     | Linda A.       | 22815 Rifle Ridge Terrace | (402) 332-5734 | 33           |
| 256  | Washburn     | Michael C.  | Lori           | 22233 Homestead Road      | (402) 332-5778 | 56 Replat 2  |
| 257  | Weber        | Edward J.   | Linda M.       | 22223 Homestead Road      | (402) 332-3357 | 57 Replat 2  |
| 246  | Wees         | Albert J.   | Sharon (Shari) | 22515 Homestead Road      | (402) 332-3131 | 46 Replat 2  |
| 501  | Wood         | Jack R.     | Pamela J.      | 22419 Homestead Road      | (402) 332-4338 | 01 Replat 5  |

Total: 55

# SID No. 277 Non-Resident Owners

16-Jan-02

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

**Total: 3**