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RICHARD N. TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

RETURN: RC Holcombe
17404 STATE ST
BENNINGTON, NE 68007

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DECLARATION

THIS DECLARATION made on the date hereinafter set forth by Robert C. Holcombe and Eleanor P. Holcombe, hereinafter referred to as Declarants.

W I T N E S S E T H :

WHEREAS, Declarants are the owners of certain real estate hereinafter referred to as the "Properties" in the County of Douglas, State of Nebraska, which is more particularly described as:

Part of the east 1/2 of the SW 1/4 together with part of the west 1/2 of the SE 1/4, all in Section 21, T16N, R11E of the 6th P.M., Douglas County, Nebraska, all more particularly described as follows: Beginning at the SE corner of said east 1/2; thence N87°27'53"E (assumed bearing) on the south line of said west 1/2, 145.20 feet; thence N02°32'07"W 333.00 feet; thence S87°27'53"W 143.90 feet on a line 333.00 feet north of and parallel with the south line of said west 1/2 to the east line of said east 1/2; thence N02°18'44"W 956.34 feet on the east line of said east 1/2; thence N64°36'05"W 314.18 feet; thence S30°46'04"W 176.10 feet; thence S87°27'53"W 262.26 feet on a line 1289.33 feet north of and parallel with the south line of said east 1/2; thence S02°24'22"E 1206.33 feet on a line 684.71 feet east of and parallel with the west line of said east 1/2; thence N87°27'53"E 275.00 feet on a line 83.00 feet north of and parallel with the south line of said east 1/2; thence S02°24'22"E 83.00 feet on a line 959.71 feet east of and parallel with the west line of said east 1/2 to the south line of said east 1/2; thence N87°27'53"E 359.41 feet on the south line of said east 1/2 to the point of beginning. Which shall be known as parcel A.

and

SE SW

That part of the east 1/2 of the SW 1/4 of Section 21, T16N, R11E of the 6th P.M., Douglas County, Nebraska, described as follows: Beginning at the SW corner of said east 1/2; thence N87°27'53"E (assumed bearing) 359.71 feet on the south line of

said east 1/2; thence N02°24'22"W 83.00 feet on a line 359.71 feet east of and parallel with the west line of said east 1/2; thence N87°27'53"E 275.00 feet on a line 83.00 feet north of and parallel with the south line of said east 1/2; thence N02°24'22"W 1326.24 feet on a line 634.71 feet east of and parallel with the west line of said east 1/2; thence S87°27'53"W 634.71 feet on a line 1409.24 feet north of and parallel with the south line of said east 1/2 to the west line thereof; thence S02°24'22"E 1409.24 feet on the west line of said east 1/2 feet to the point of beginning. Which shall be known as parcel D.

NE } SW
SE }

and

That part of the east 1/2 of the SW 1/4 of Section 21, T16N, R11E of the 6th P.M., Douglas County, Nebraska, described as follows: Commencing at the SE corner of said east 1/2; thence S87°27'53"W (assumed bearing) 359.41 feet on the south line of said east 1/2 to the point of beginning; thence N02°24'22"W 83.00 feet on a line 959.71 feet east of and parallel with the west line of said east 1/2; thence S87°27'53"W 275.00 feet on a line 83.00 feet north of and parallel with the south line of said east 1/2; thence N02°24'02"W 1206.33 feet on a line 684.71 feet east of and parallel with the west line of said east 1/2; thence N87°27'53"E 262.26 feet on a line 1289.33 feet north of and parallel with the south line of said east 1/2; thence N30°46'04"E 176.10 feet; thence S64°36'05"E 314.18 feet to the east line of said east 1/2; thence N02°18'44"W 1352.06 feet on the east line of said east 1/2 to the NE corner thereof; thence S87°31'41"W 663.74 feet; thence S02°24'22"E 2642.12 feet on a line 659.71 feet east of and parallel with the west line of said east 1/2 to the south line thereof; thence N87°27'53"E 300.00 feet on the south line of said east 1/2 to the point of beginning. Which shall be known as parcel B.

NE } SW
SE }

and

That part of the east 1/2 of the SW 1/4 of Section 21, T16N, R11E of the 6th P.M., Douglas County, Nebraska, described as follows: Beginning at the NW corner of said east 1/2; thence S02°24'22"E (assumed bearing) 1233.61 feet on the west line of said east 1/2; thence N87°27'53"E 634.71 feet on a line 1409.24 feet north of and parallel with the south line of said east 1/2; thence S02°24'22"E 1326.24 feet on a line 634.71 feet east of and parallel with the west line of said east 1/2; thence S87°27'53"W 275.00 feet on a line 83.00 feet north of and parallel with the south line of said east 1/2; thence S02°24'22"E 83.00 feet on a line 359.71 feet east of and parallel with the west line of said east 1/2 to the south line thereof; thence N87°27'53"E 300.00 feet on the south line of said east 1/2; thence N02°24'22"W 2642.12 feet on a line 659.71 feet east of and parallel with the west line of said east 1/2 to the north line thereof; thence S87°31'14"W 659.71 feet on the north line of said east 1/2 to the point of beginning. Which shall be known as parcel C.

NE } SW
SE }

WHEREAS, Declarants are desirous of providing easements, restrictions, covenants and conditions for the use of said premises for the purpose of protecting the value and desirability of said property .

NOW, THEREFORE Declarants hereby declare that all of the Properties shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of, and which shall run with the real property above described and shall be binding on all parties having any right, title or interest in the Properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof for a period of twenty-five (25) years, with the exception of those covenants dealing with subdividing, from the date of filing this Declaration, at which time this Declaration shall be automatically extended for successive periods of ten (10) years unless by written agreement of seventy-five (75%) of the then owners of the parcels it is agreed to change said covenants in whole or in part, said agreement to be executed and recorded in the manner provided by law for the conveyance of real estate in the State of Nebraska. This Declaration may be amended by Robert. C. Holcombe and Eleanor P. Holcombe or any person, firm or corporation, partnership or entity designated in writing by Robert C. Holcombe and Eleanor P. Holcombe at any time during the effective period of this agreement, if all the then owners of the properties agree in writing to the amendment.

ARTICLE I

GENERAL RESTRICTIONS

Section 1. The property shall be used only for single family residential purposes.

Section 2. Any buildings to be placed on this property must be completed within one (1) year of the start of construction.

Section 3. No buildings constructed at another location shall be moved onto the property.

Section 4. No trailer, basement, tent, shack, garage, barn or other out buildings shall at any time be used for human habitation, temporarily or permanently, nor shall any structure of a temporary character be used for human habitation. . No home under construction shall be used temporarily as a residence, and the exterior of the residence must be fully completed and the entire building substantially completed before occupancy

Section 5. Out buildings. All accessory buildings shall be constructed of wood, metal, brick or decorative masonry. There shall be no quonset huts. All outbuildings shall have no exposed concrete block; shall conform to the general architectural design of the area , and shall be harmonious and compatible with neighboring properties. All detached garages shall be of the same architectural design as the residence .All outbuilding designs must be approved by the Declarants using reasonable judgement as to the proposed building's conformity to the general character, plan and outline for the development of the properties.

Section 6. No fire arms or guns of any type or nature whatsoever shall be fired or discharged upon , over or across any lands in Long Meadow. All lands are to be posted NO HUNTING.

Section 7. No motor vehicle may be parked or stored on any parcel except vehicles driven on a regular basis by occupants or guests of the residents located on that parcel No grading or excavating equipment , tractors or semi-tractors/trailers shall be stored, parked, kept or maintained in any yards, driveways or streets except for vehicles that are necessary for the construction of buildings on the premises during the period of construction , or equipment used in maintenance of the property such as snow plowing or mowing. No boat, camper, trailer, auto-drawn , or mounted trailer of any kind, mobile home, aircraft, camper truck or similar vehicles shall be maintained or stored on any part of a parcel other than in an enclosed structure for more than twenty-one (21) days within a calendar year.

Section 8. No outside repair taking more than two days of any boats, automobiles, motorcycles, trucks , campers or similar vehicles shall be permitted on any parcel at any time, nor may any vehicle be stored, parked or abandoned on any parcel except as allowed by these declarations.

Section 9. No unused building material, junk or rubbish shall be left exposed on a parcel, except during the actual building or construction of any buildings on the parcel and during such time said building materials, junk or rubbish shall be kept in as neat and inconspicuous manner as possible, and shall be promptly removed upon the completion of said construction.

Section 10. No noxious or offensive activity shall occur on the property, nor shall any trash , ashes or other refuse be thrown, placed, dumped or allowed to blow upon any vacant lot or neighboring property.

Section 11. Any lighting installed in any parcel shall either be indirect or of such control focused in intensity as not to disturb the residents of any adjacent property. The volume of the speakers outside of the residential building shall be such that the noise will not disturb the residents of any adjacent property.

Section 12. Water drainage. No property owner shall place a building or fence, or grade their property in such a way that it interferes with the water drainage from, or causes new water drainage onto another owner's property

ARTICLE II

BUILDING RESTRICTIONS

Section 1. Finished and closed living areas of residential structures, exclusive of porches, breeze ways, basements and garages, shall not be less than the following minimum sizes:

- A. Ranch style home: (one level) Home main level shall be no less than 2,000 square feet finished living area. Main level of ranch with finished walk-out basement will be the same square footage as ranch with regular basement.

- B. 1 1/2 story home: ground floor (main level) no less than 1,600 square feet finished living area and total for first and second- 2, 500 square feet finished living area.
- C. .2 story home: ground floor not less that 1,400 square feet- finished living area and total for first and second - 2,600 square feet finished living area.

No split entry, split level or tri-level homes shall be allowed.

Maximum height of two stories and all homes must have not less that a three car garage.

Section 2: No building or residence shall be located nearer than 75 feet of any side property line; nearer than 75 feet of any front property line or nearer than 75 feet of any back property line.

Section 3: Exterior:

- A. Roofs of all residential dwellings shall have shake or cedar shingles, asphalt slate shingles or fiberglass laminated shingles, premium grade, heavy weight, minimum 35 year warranty.
- B. All exposed portions of the foundations shall be faced with clay fired brick or stone. All exposed portions of fireplace chimneys on the outside of the buildings shall be faced with clay fired brick or stone. There shall be no exposed concrete block or cement. If less than 50 percent of an interior chimney is visible from the street, that chimney may be covered with siding.
- C. Exterior colors used in new construction or improvements, such as repainting, shall be neutral or earth tones.

Section 4: Driveways. The owners of Parcel B and Parcel C (the "driveway owners") will each own half of a common drive from State Street to these two parcels. Each of these two parcels will be jointly responsible for all costs of improving, plowing and maintaining this driveway. The driveway owners will negotiate between themselves a maintainance agreement which defines the details of this joint

responsibility. The driveway owners may also, at their sole descretion, agree to allow the owners of Parcel A and Parcel D use of this driveway.

Section 5. Out door garbage and trash containers are prohibited unless screened from view of the other properties.

Section 6. A perpetual easement is hereby granted along a five foot strip of ground along the border of each parcel, which easement shall be in favor of those persons, firms or corporations furnishing power, gas, water, cable TV and other utilities; said easement to said utilities being to install, operate, maintain, repair and renew cables, conduits, pipes and other instrumentalities and to extend wires for the carrying and transmission of electricity, heat and power, water, sewer, telephone and cable TV.

Section 7. Fences. All fences must be of uniform height and materials in compliance with the following restrictions.:

- A. Decorative type fences such as split rail, minimum two inch painted pipe with solid plastic wrapped cable will be permitted anywhere on the property.
- B. Single strand or barbed wire fences shall be permitted only on the following bounderies:

- Parcel A (Original brick home) east boundary
- Parcel B north and east bounderies
- Parcel C west and north boundaries
- Parcel D west boundary

- C. No fences or walls shall exceed a height of six (6) feet. No clothes lines or clothes hangers shall be constructed or used unless completely concealed within enclosed patio areas. No swimming pool shall be permitted which extends more than one (1) foot above ground level.

Section 8. Trees. Not less than fifteen (15) ornamental or deciduous shade trees must be planted on each parcel, seven (7) of which must be located in the front yard, within six (6) months after completion of the residence. Thereafter they are to be maintained in good growing condition

and replaced as necessary.

Section 9. Livestock and poultry prohibited. It is the intention of these covenants that no residential lot in the property shall have any livestock or poultry maintained, housed or boarded on said parcel at any time. Rules governing the maintenance and housing of domestic animals (dogs, cats, etc.) shall be as prescribed by the governing body having zoning jurisdiction of the property. No commercial kennels shall be permitted on the property.

Horses may be maintained, housed or boarded. The number of horses maintained shall not exceed a total of eight (8). The horses are to be housed in proper quarters and pastures fenced for their and their neighbors' protection.

The Declarants may also on a case by case basis agree to allow cattle to graze on a property during an annual grazing season.

Section 10. Nuisances prohibited. No advertising signs, billboards, unsightly objects or nuisances shall be erected, placed or permitted to remain on any parcel except one sign per parcel consisting of not more than six (6) square feet advertising a lot as for sale. The premises may not be used in any way for any purpose which may endanger the health or unreasonably disturb the owner or owners of any parcel of any resident thereof. No business activities of any kind shall be conducted on any parcel..

Section 11. Maintenance of equipment and vegetation. Any exterior air conditioning condenser unit or propane tank shall be placed in the rear yard or side yards so as not to be visible from public view. None of the property 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 will not be compatible to the surrounding dwellings or that will be obnoxious to the eye, not shall any substance or materials be kept upon the land that will emit a foul or noxious odor. Yard clippings and compost materials used for land conditioning must meet the above restrictions and conditions. All rubbish, trash and garbage shall not be permitted to remain on any parcel in Long Meadow and shall not be burned within the parcel without a permit from the governing jurisdiction having zoning authority over the parcel.

Section 12. Plantings and ground cover. No trees, shrubs, hedges or other plants shall be maintained or permitted in such proximity to any parcel as will interfere with the use or maintenance of any street or walk or an 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 parcels sufficient to prevent erosion. Each owner shall be required to seed

or sod his parcel, including owners of vacant parcels, with grass, prairie grasses, brome grass, and to mow to a height of not more than 24 (24) inches. Owners are allowed to row crop any portion of their parcel so long as such cropping is conducted using standard farming practices, including strict weed control. Any and all dead trees and shrubbery must be removed promptly at owner's expense.

Parcel owners are encouraged to plant fruiting shrubs, hedges and trees to provide food and habitat for birds and small animals.

Section 13. Outside antennas, etc.. Outside radio or TV antennas shall not be erected on any lot or structure with the exception of television satellite antennas. They may be erected provided they are positioned to the rear building line of the residence and are screened by plantings or approved fences so as to not be readily visible from the street and from neighboring properties.

ARTICLE III

ARCHITECTURAL CONTROL

Section 1. No dwelling, building, fence, wall, pool, tennis court, solar heating or cooling collecting panels, device or equipment tool shed or other external improvement, above or below the surface of the ground shall be constructed, erected, placed, planted, remodeled, altered or otherwise maintained or permitted to remain on any parcel, nor without express written prior approval of the declarants.

Section 2. The declarants shall consider general appearance, exterior color or colors, architectural character, harmony of external design and location in relation to surroundings, topography, location within the parcel boundary lines, quality of construction, size and suitability for residential purposes as part of its review procedure. Only exterior colors of certain earth tone colors hues will be acceptable. In this regard, declarants intend that the parcels within the property shall form a developed residential community with homes constructed of high quality materials consistent with this declaration. The declarants specifically reserve the right to deny permission to construct or place any of the improvements which it, in a reasonable manner, determines will not conform to the general character, plan and outline for the development of the parcels.

Section 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 declarants. Each applicant shall submit to the declarants the following documents, materials, designs and/or plans (herein collectively referred to as the plans).

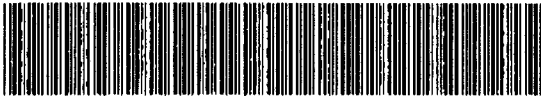
- A. Site plan indicating specific improvement and indicating parcel number, street address, grading, location of the structure(s) proposed for the parcel, surface drainage, exterior elevations of buildings and structures, landscaping plans, well locations and water lines, sewer lines including septic detail on septic tanks and related tile laterals.
- B. Complete construction plans, including but not limited to, basement and upper floor plans, floor areas of each level, wall sections, stair and fireplace sections, exterior elevations clearly indicating flues or chimneys, type and extent of siding, roofing, other faces and/or veneer materials, and exterior color or colors.
- C. Concurrent with submission of the plans, owner shall notify the declarants of the owner's mailing address.

Section 4. Written notice of any approval or a proposed improvement shall be mailed to the owner of the address specified by the owner upon submission of the plans or hand delivered. Such notice shall be delivered or mailed within thirty (30) days after the date of submission of the plans. If written notice of the approval is not mailed or delivered within such a period, the proposed improvement shall be deemed refused by the declarants. Construction on or improvement to platted parcels shall not be approved by the declarants, or by default of declarants' notification, if said construction will violate any provision of these covenants.

ARTICLE IV

GENERAL PROVISIONS

Section 1. Enforcement. The declarants, or any owner of any parcel, shall have the right to enforce by any proceeding at law or in equity against any person or persons violating or attempting to violate any restriction, condition, covenant or reservation, now or hereafter imposed by the provisions of this declaration. Failure by the declarants or by any owner to enforce the covenants or restrictions herein contained or to recover damages shall in no event be deemed a waiver of the right to do so thereafter. Nothing herein contained shall in any way be construed as imposing upon the declarant any liability, obligation or requirement to enforce any



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AUG 15 2008 14:42 P 7

~~Abraham Kaslow & Cassman LLP
8712 West Dodge Road, Suite 300
Omaha, Nebraska 68114~~

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Register of Deeds, Douglas County, NE
8/15/2008 14:42:29.65



2008081312

Upon recording return to: Mr. Thomas S. Malicki
Abraham Kaslow & Cassman LLP
8712 west Dodge Road, Suite 300
Omaha, Nebraska 68114

SECOND AMENDMENT TO DECLARATION

THIS SECOND AMENDMENT TO DECLARATION, is entered into this 1st day of March, 2008 (the "Effective Date"), by and among Fred R. Hunzeker and Teresa A. Hunzeker, husband and wife (the "Declarants"), and Robert C. Holcombe and Eleanor P. Holcombe, husband and wife (hereinafter collectively referred to as the "Holcombes").

WITNESSETH:

WHEREAS, the real estate in the east 1/2 of the SW 1/4 together with part of the west 1/2 of the SE 1/4, all in Section 21, T16N, R11E of the 6th P.M., Douglas County, Nebraska described on Exhibit "A" attached hereto and by this reference made a part hereof is owned entirely by the Declarants and the Holcombes and such real estate is subject to certain Declarations dated September 30, 1997, as amended on October 29, 1998 (collectively, the "Declarations"); and

WHEREAS, the real estate subject to the Declarations has been re-platted and is now legally described as (a) the real estate identified in Exhibit "B" which Exhibit is incorporated herein and by this reference made a part hereof (b) Lot 1 Pratt Ranch and (c) Lot 1 Pratt Ranch Replat; and

WHEREAS, the Declarants and the Holcombes, as the sole owners of the real estate subject to the Declarations and desire to amend the Declarations as set forth in this Second Amendment to Declaration.

NOW, THEREFORE, the parties hereto agree as follows:

1. Whenever used in the Declarations, the term "Properties" or "property" shall mean and refer to only that real estate more particularly described in Exhibit "B", it being the intention of the Declarants and the Holcombes that hereinafter the Declarations shall not apply to and shall have no force or effect on either Lot 1 Pratt Ranch or Lot 1 Pratt Ranch Replat.

2. Except as modified by this Second Amendment to Declaration, all other provisions of the Declarations shall remain in full force and effect.

3. The following sections will be added to ARTICLE IV - GENERAL PROVISIONS:

Section 4. Notices. Written correspondence to the Declarants shall be addressed to:

Fred R. & Teresa A. Hunzeker
c/o Mr. Thomas J. Malicki
Abrahams Kaslow & Cassman LLP
8712 West Dodge Road, Suite 300
Omaha, Nebraska 68114

IN WITNESS WHEREOF, the undersigned have executed this Declaration this 1 day of August, 2008.

[Signature]
Fred R. Hunzeker

[Signature]
Robert C. Holcombe

[Signature]
Teresa A. Hunzeker

[Signature]
Eleanor P. Holcombe

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

Before me, a Notary Public, personally appeared Fred R. Hunzeker and Teresa A. Hunzeker, known to me to be the identical persons who executed the foregoing Declaration, and acknowledged the execution of the foregoing to be their voluntary act and deed.

My Commission Expires:

August 13, 2010

[Signature]
Notary Public



STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

Before me, a Notary Public, personally appeared Robert C. Holcombe and Eleanor P. Holcombe, known to me to be the identical persons who executed the foregoing Declaration, and acknowledged the execution of the foregoing to be their voluntary act and deed.

My Commission Expires:

August 13, 2010

Janet M. Corritore
Notary Public

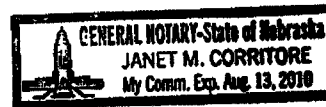


EXHIBIT "A"

Amendment to Declaration dated March 1, 2008

01-60000

Part of the east 1/2 of the SW 1/4 together with part of the west 1/2 of the SE 1/4, all in Section 21, T16N, R11E of the 6th P.M., Douglas County, Nebraska, all more particularly described as follows: Beginning at the SE corner of said east 1/2; thence N87°27'53"E (assumed bearing) on the south line of said west 1/2, 145.20 feet; thence N02°32'07"W 333.00 feet; thence S87°27'53"W 143.90 feet on a line 333.00 feet north of and parallel with the south line of said west 1/2 to the east line of said east 1/2; thence N02°18'44"W 956.34 feet on the east line of said east 1/2; thence N64°36'05"W 314.18 feet; thence S30°46'04"W 176.10 feet; thence S87°27'53"W 262.26 feet on a line 1289.33 feet north of and parallel with the south line of said east 1/2; thence S02°24'22"E 1206.33 feet on a line 684.71 feet east of and parallel with the west line of said east 1/2; thence N87°27'53"E 275.00 feet on a line 83.00 feet north of and parallel with the south line of said east 1/2; thence S02°24'22"E 83.00 feet on a line 959.71 feet east of and parallel with the west line of said east 1/2 to the south line of said east 1/2; thence N87°27'53"E 359.41 feet on the south line of said east 1/2 to the point of beginning. Which shall be known as parcel A.

and

That part of the east 1/2 of the SW 1/4 of Section 21, T16N, R11E of the 6th P.M., Douglas County, Nebraska, described as follows: Beginning at the SW corner of said east 1/2; thence N87°27'53"E (assumed bearing) 359.71 feet on the south line of said east 1/2; thence N02°24'22"W 83.00 feet on a line 359.71 feet east of and parallel with the west line of said east 1/2; thence N87°27'53"E 275.00 feet on a line 83.00 feet north of and parallel with the south line of said east 1/2; thence N02°24'22"W 1326.24 feet on a line 634.71 feet east of and parallel with the west line of said east 1/2; thence S87°27'53"W 634.71 feet on a line 1409.24 feet north of and parallel with the south line of said east 1/2 to the west line thereof; thence S02°24'22"E 1409.24 feet on the west line of said east 1/2 to the point of beginning. Which shall be known as parcel D.

and

That part of the east 1/2 of the SW 1/4 of section 21, T16N, R11E of the 6th P.M., Douglas County, Nebraska, described as follows: Commencing at the SE corner of said east 1/2 ; thence S87 °27 '53"W (assumed bearing) 359.41 feet on the south line of said east 1/2 to the point of beginning; thence N02°24'22"W 83.00 feet on a line 959.71 feet east of and parallel with the west line of said east 1/2; thence S87°27'53"W 275.00 feet on a line 83.00 feet north of and parallel with the south line of said east 1/2; thence N02°24'02"W 1206.33 feet on a line 684.71 feet east of and parallel with the west line of said east 1/2; thence N87°27'53"E 262.26 feet on a line 1289.33 feet north of and parallel with the south line of said east 1/2; thence N30°46'04"E 176.10 feet; thence S64°36'05"E 314.18 feet to the east line of said east 1/2; thence N02°18'44"W 1352.06 feet on the east line of

said east 1/2 to the NE corner thereof; thence S87°31'41"W 663.74 feet; thence S02°24'22"E 2642.12 feet on a line 659.71 feet east of and parallel with the west line of said east 1/2 to the south line thereof; thence N87°27'53"E 300.00 feet on the south line of said east 1/2 to the point of beginning. Which shall be known as parcel B.

and

That part of the east 1/2 of the SW 1/4 of Section 21, T16N, R11E of the 6th P.M., Douglas County, Nebraska, described as follows: Beginning at the NW corner of said east 1/2; thence S02°24'22"E (assumed bearing) 1233.61 feet on the west line of said east 1/2; thence N87°27'53"E 634.71 feet on a line 1409.24 feet north of and parallel with the south line of said east 1/2; thence S02°24'22"E 1326.24 feet on a line 634.71 feet east of and parallel with the west line of said east 1/2; thence S87°27'53"W 275.00 feet on a line 83.00 feet north of and parallel with the south line of said east 1/2; thence S02°24'22"E 83.00 feet on a line 359.71 feet east of and parallel with the west line of said east 1/2 to the south line thereof; thence N87°27'53"E 300.00 feet on the south line of said east 1/2; thence N02°24'22"W 2642.12 feet on a line 659.71 feet east of and parallel with the west line of said east 1/2 to the north line thereof; thence S87°31'14"W 659.71 feet on the north line of said east 1/2 to the point of beginning. Which shall be known as parcel C.

EXHIBIT "B"

Amendment to Declaration dated March 1, 2008

The portion of the east 1/2 of the SW 1/4 in Section 21, T16N, R11E of the 6th P.M., Douglas County, Nebraska, all more particularly described as follows:

Outlot "A" Pratt Ranch Replat. — OS - 31318

and

01-60000

That part of the east 1/2 of the SW 1/4 of Section 21, T16N, R11E of the 6th P.M., Douglas County, Nebraska, described as follows: Beginning at the SW corner of said east 1/2; thence N87°27'53"E (assumed bearing) 359.71 feet on the south line of said east 1/2; thence N02°24'22"W 83.00 feet on a line 359.71 feet east of and parallel with the west line of said east 1/2; thence N87°27'53"E 275.00 feet on a line 83.00 feet north of and parallel with the south line of said east 1/2; thence N02°24'22"W 1326.24 feet on a line 634.71 feet east of and parallel with the west line of said east 1/2; thence S87°27'53"W 634.71 feet on a line 1409.24 feet north of and parallel with the south line of said east 1/2 to the west line thereof; thence S02°24'22"E 1409.24 feet on the west line of said east 1/2 to the point of beginning. Which shall be known as parcel D.

and

That part of the east 1/2 of the SW 1/4 of section 21, T16N, R11E of the 6th P.M., Douglas County, Nebraska, containing 0.52 acres, described as follows: commencing at the SW corner of said east 1/2;

Thence N87°27'53"E (assumed bearing) 359.71 feet on the south line of said east 1/2 to the point of beginning;

Thence N02°24'22"W 83.00 feet on a line 359.71 feet east of and parallel with the west line of said east 1/2;

Thence N87°27'53"E 275.00 feet on a line 83.00 feet north of and parallel with the south line of said east 1/2;

Thence S02°24'22"E 83.00 feet on a line 634.71 feet east of and parallel with the west line of said east 1/2 to the south line thereof;

Thence S87°27'53"W 275.00 feet on the south line of said east 1/2 to the point of beginning.



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Misc OS-3137-L1
 FEE 316.00 PR OS-3138-L1
 1 BWP _____ DO _____ COMP BW
 2 DEL _____ SCAN _____ PV
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Received - DIANE L. BATTIATO
 Register of Deeds, Douglas County, NE
 8/15/2008 14:42:31.51



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THIS PAGE INCLUDED FOR INDEXING
 PAGE DOWN FOR BALANCE OF INSTRUMENT

Return To: Next Page

Check Number

Upon recording return to: Mr. Thomas J. Malicki
Abrahams Kaslow & Cassman LLP
8712 West Dodge Road, Suite 300
Omaha, Nebraska 68114

COVENANTS FOR LOT 1 PRATT RANCH
& LOT 1 REPLAT PRATT RANCH,
←S A PART OF
SECTION 21-16N-11E, DOUGLAS COUNTY, NEBRASKA

WHEREAS, FRED R. HUNZEKER and TERESA A. HUNZEKER, (sometimes referred to as "Grantors" or "Declarants") constitute all of the owners of real estate in the Section 21, Township 16 North, Range 11 East of the 6th P.M., Douglas County, Nebraska, legally described as Lot 1 Pratt Ranch and Lot 1 Replat Pratt Ranch (which lots are sometimes referred to as "Properties" or "property"); and,

WHEREAS, the Grantors desire to provide for easements, restrictions, covenants and conditions for the use of the Properties for the purpose of protecting the value and desirability of the Properties; and acknowledge that these covenants shall run with the land in perpetuity as set out below; and,

NOW THEREFORE, effective as of June 1, 2008, the undersigned agree that the Properties shall be restricted as follows:

ARTICLE I
GENERAL RESTRICTIONS

Section 1. Property Use. The property shall be used only for single family residential purposes. Only one residential structure shall be permitted on each lot.

Section 2. Habitation. No trailer, unfinished basement, tent, shack, garage, barn or other out buildings shall at any time be used for human habitation, temporarily or permanently, nor shall any structure of a temporary character be used for human habitation.

Section 3. Parking and Storage. No motor vehicle may be parked, stored or abandoned on any parcel except vehicles driven on a regular basis by occupants or guests of the residents located on that parcel. No equipment used for grading or excavating, snow plowing, mowing, or property maintenance and no tractor, farm equipment, semi-tractor or trailer, boat, camper, trailer

of any kind, mobile home, aircraft, camper truck or similar vehicle shall be stored, parked, kept or maintained in any yards, driveways or on any part of the parcel (except for vehicles that are necessary for the construction of buildings on the premises during the period of construction), for more than twenty-one (21) days within a calendar year, other than in an enclosed structure

Section 4. Repairs. No outside repair taking more than two days of any boats, automobiles, motorcycles, tractors, trucks, campers or other vehicles or equipment shall be permitted on any parcel at any time. All activities surrounding the repair or operation of any vehicle or equipment will be done in such a manner and place so that noise and exhaust will not disturb the residents of any adjacent property.

Section 5. Trash and Rubbish. Outdoor garbage and trash containers are prohibited unless screened from view of the other parcels. No unused building material, junk or rubbish shall be left exposed on a parcel, except during the actual building or construction of any buildings on the parcel and during such time said building materials, junk or rubbish shall be kept in as neat and inconspicuous manner as possible, and shall be promptly removed upon the completion of said construction.

Section 6. Noxious or Offensive Activities. No noxious or offensive activities shall occur on the property, nor shall any trash, ashes or other refuse be thrown, placed, dumped or allowed to blow upon any vacant lot or neighboring property.

Section 7. Fences. All fences installed must be of uniform height and of decorative materials such as split rail, two inch painted pipe with solid plastic wrapped cable, or PVC fencing. No commercial or industrial type fences (such as chain link) shall be constructed . No fences or walls shall exceed a height of six (6) feet.

Section 8. Lighting and Speakers. Any lighting installed in any parcel shall either be indirect or of such control focused in intensity as not to disturb the residents of any adjacent property. The volume of any outside speakers shall be such that the noise will not disturb the residents of any adjacent property.

Section 9. Outside antennas, etc. Outside radio or TV antennas shall not be erected on any land or structure with the exception of television satellite antennas, which may be erected provided such antennas are no larger than 3 feet in diameter. Wind turbines and windmills used for electrical generating are prohibited.

Section 10. Water Drainage. No property owner shall place a building or fence, or grade their property in such a way that it interferes with the water drainage from, or causes new water drainage onto another owner's property.

Section 11. Exterior Colors. Colors used in new construction or improvements, such as repainting, shall be neutral or earth tones.

Section 12. Domestic Animals. Domestic animals permitted per lot shall be: 2 adult dogs and 4 adult cats, unless prohibited by the governing body having zoning jurisdiction

of the property. Puppies and kittens shall be considered adults after 6 months of age. Swine are not considered domesticated animals for purposes of these covenants.

Section 13. Livestock and animals. Rules governing the maintenance and housing of animals shall be as prescribed by the governing body having zoning jurisdiction of the property. If permitted by these rules, the following restrictions shall apply in addition:

a) Two adult horses are permitted per lot. Young horses shall be considered adults after one year of age. Horses are to be housed in proper quarters and pens fenced for their and their neighbors' protection.

b) Swine, cattle, goats, sheep, or any other large animals are not permitted on the Properties.

c) Poultry and fowl are not permitted on the Properties.

d) No commercial breeding, boarding or kenneling of animals of any kind, whether located indoors or outdoors, shall be permitted on the Properties.

Section 14. Nuisances prohibited. No advertising signs, billboards, unsightly objects or nuisances shall be erected, placed or permitted to remain on any parcel except one sign per parcel consisting of not more than six (6) square feet advertising a lot as for sale. The premises may not be used in any way for any purpose which may endanger the health or unreasonably disturb the owner or owners of any parcel of any resident or neighbor thereof. No business activities of any kind shall be conducted on any parcel except for businesses operated within the residential structure which do not require customers, clients, vendors or suppliers to visit the property.

Section 15. Maintenance of equipment and vegetation. Any exterior air conditioning condenser unit, propane tank or other equipment such as solar heating or cooling collecting panels shall be placed in the rear yard or side yards so as not to be visible from public view. None of the property 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 will not be compatible to the surrounding dwellings or that will be obnoxious to the eye, nor shall any substance or materials be kept upon the land that will emit a foul or noxious odor. Yard clippings and compost materials used for land conditioning must meet the above restrictions and conditions. All rubbish, trash and garbage shall not be permitted to remain on any parcel and shall not be burned within the parcel without a permit from the governing jurisdiction having zoning authority over the parcel.

Section 16. Plantings and ground cover. Each owner shall take whatever steps are necessary to control and eliminate noxious weeds on his property. Ground cover shall be maintained on all parcels sufficient to prevent erosion. Each owner shall be required to seed or sod his parcel, including owners of vacant parcels, with grass, and to mow to a height of not more than six (6) inches.

Section 17. Fire Arms. No fire arms or guns of any type or nature whatsoever shall be fired or discharged upon, over or across the Properties.

ARTICLE II
PERMITTED STRUCTURES AND RESTRICTIONS

Section 1. Allowed Buildings. The Properties shall be used for single family residential purposes only, and only one residential structure shall be permitted on each lot. All garages, sheds and barns incidental thereto shall be constructed of wood, steel or decorative masonry, and shall be harmonious and compatible with the neighboring properties.

All constructed residential structures shall conform to the following:

- a) The residential structure and accessory buildings shall not be located on the property within 25 feet of any property line of the property.
- b) One story dwellings shall contain a minimum finished, above ground square footage of 1,550 square feet, excluding breezeways and/or attached garages.
- c) All split level, tri-level or multi-level homes (other than one and a half and two story buildings) shall contain a minimum finished, above ground square footage of 2,200 square feet, excluding breezeways and/or attached garages, with a minimum finished area of 1,200 square feet on the main level.
- d) One and one-half and two story dwellings, shall contain a minimum finished, above ground square footage of 2,200 square feet, excluding breezeways and/or attached garages, with a minimum finished area of 1,200 square feet on the main level.
- e) No building constructed shall exceed two stories in height, and all residential structures shall be constructed with garages for at least two vehicles.

Section 2. Construction. Any buildings to be constructed on the Properties must be completed within one (1) year of the start of construction. No home under construction shall be used temporarily as a residence, and the exterior of the residence must be fully completed and the building substantially completed before occupancy. All dwellings and other structures must be constructed on site, and no modular or manufactured homes shall be permitted.

Section 3. Outbuildings. All outbuildings shall conform to the general architectural design of the area, and shall be harmonious and compatible with neighboring properties. All garages shall be of the same architectural design as the residence. The total size of all outbuildings and detached garages combined shall not exceed 2,500 square feet per lot.

ARTICLE III
GENERAL PROVISIONS

Section 1. Subdivision. There will be no further subdivision of the Properties.

Section 2. Utility Easements. A perpetual easement is hereby granted along a five foot strip of ground along the front and side borders and an eight foot strip along the rear border of each lot, which easement shall be in favor of those persons, firms or corporations furnishing power, gas, water, cable TV and other utilities; said easement to said utilities being to install, operate, maintain, repair and renew cables, conduits, pipes and other instrumentalities and to extend wires for the carrying and transmission of electricity, heat and power, water, sewer, telephone and cable TV. No permanent buildings or other structures shall be placed in this easement that will interfere with such uses.

Section 3. Enforcement. The Declarants, any owner of any parcel, or any owner of an adjoining property shall have the right to enforce by any proceeding at law or in equity against any person or persons violating or attempting to violate any restriction, condition, covenant or reservation, now or hereafter imposed by the provisions of this declaration. Failure by the Declarants or by any owner to enforce the covenants or restrictions herein contained or to recover damages shall in no event be deemed a waiver of the right to do so thereafter. Nothing herein contained shall in any way be construed as imposing upon the Declarant any liability, obligation or requirement to enforce any of the provisions contained herein.

Section 4. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full effect.

Section 5. Covenants Run With the Land In Perpetuity. These covenants shall run with the land and shall be binding on the Properties for 30 years from the date of recording of same. These covenants shall automatically renew for successive 10 year periods unless at least two-thirds of the owners of the Properties and Fred Hunzeker file a written notice of intent to terminate the covenants at the end of the initial 30 year term or of any extension thereafter. This Declaration may be amended from time to time with the prior written consent of Fred Hunzeker.

Declarants reserve the right unto Fred Hunzeker to amend this Declaration during the first five years after filing of these covenants without the consent of any owner(s) of any of the Properties. Any amendments to these covenants shall be executed and recorded in the manner provided by law for the conveyance of real estate in the State of Nebraska.

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IN WITNESS WHEREOF, the undersigned have executed these covenants this 1ST
day of AUGUST, 2008.

[Signature]
Fred R. Hunzeker

[Signature]
Teresa A. Hunzeker

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

Before me, a Notary Public, personally appeared Fred R. Hunzeker and Teresa A. Hunzeker, known to me to be the identical persons who executed the foregoing Declaration, and acknowledged the execution of the foregoing to be their voluntary act and deed.

My Commission Expires:

August 13, 2010

[Signature]
Notary Public

