

BOOK 905 pgs 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 replatting 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

19/08 J. M. W.

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Nov 14 4 26 PM '89

GEORGE J. BUGLEWICZ
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

EX 905 N _____ CHG _____ FEB 81
 FO/51-130 N _____ DEL. VK MC (w)
 OF ~~AMT~~ COMP _____ FIS 02-11913

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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

02/01/05

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 McNeil
Lot 1, The Farm

Paul H. [Signature]
Lot 2, The Farm

Lot 3, The Farm

Lot 4, The Farm

Lot 5, The Farm

[Signature]
Lot 6, The Farm

[Signature]
Lot 7, The Farm

4250000
08/01/88

Approved and signed this 15th day of June
Lot 8, The Farm

John W. Lynch
Lot 9, The Farm

Louise D. D...
Lot 10, The Farm

David Scheibel
Lot 11, The Farm

Lot 12, The Farm

Lot 13, The Farm

Robert P. Johnston
Lot 14, The Farm

Michael E. Mack...
Lot 15, The Farm

Lot 16, The Farm

Cindy Karasik
Lot 17, The Farm

0210EKA
04/01/05

ORANA TITLE & ESCROW

BOOK 905 PAGE 155

James R McCallum
Lot 18, The Farm

Lot 19, The Farm

Lyman D Paine
Lot 20, The Farm

Reggie D. Benson
Lot 21, The Farm

Kathleen H. Lake
Lot 22, The Farm

Randy Miller
Lot 23, The Farm

Lot 24, The Farm

Dean Howard
Lot 25, The Farm

Lot 26, The Farm

David Hinkel
Lot 27, The Farm

0158882
08/31/05

Jay Rich
Lot 28, The Farm

Stephen T. Young
Lot 29, The Farm

Mary J. Davis
Lot 30, The Farm

Lot 31, The Farm

J. K. [unclear]
Lot 32, The Farm

Loretta Mauser
Lot 33, The Farm

Sallyann Hawyer
Lot 34, The Farm

Joan Harbott
Lot 35, The Farm

Joan Harbott
Lot 36, The Farm

Fred Henton
Lot 37, The Farm

0250642
08/31/86

Linda S. Branch
Lot 41, The Farm, Replat II

D. V. Winder
Lot 42, The Farm, Replat II

Michael W. Wiersa
Lot 43, The Farm, Replat II

Doris J. Talbott
Lot 44, The Farm, Replat II

Robert A. Nelson
Lot 45, The Farm, Replat II

Marion B. Wiersa
Lot 46, The Farm, Replat II

J. M. Kelly
Lot 47, The Farm, Replat II

Donna Wiersa
Lot 48, The Farm, Replat II

Paul Wiersa
Lot 49, The Farm, Replat II

John Wiersa
Lot 50, The Farm, Replat II

0230000
06/11/05

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Cathy Cairns
Lot 51, The Farm, Replat II

DEAN HENRY
Lot 52, The Farm, Replat II

DEAN HENRY
Lot 53, The Farm, Replat II

DEAN HENRY
Lot 54, The Farm, Replat II

DEAN HENRY
Lot 55, The Farm, Replat II

DEAN HENRY
Lot 56, The Farm, Replat II

DEAN HENRY
Lot 57, The Farm, Replat II

DEAN HENRY
Lot 1, The Farm, Replat IV

Judy Simmons
Lot 2, The Farm, Replat IV

Judy Simmons
Lot 3, The Farm, Replat V

0380000
06/11/05

- E -

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Lot 2, The Farm, Replat V

BEEN HELD CASH BY MYSELF
Outlot 1, The Farm

BEEN HELD CASH BY MYSELF
Outlot 2, The Farm

BEEN HELD CASH BY MYSELF
Outlot 3, The Farm

BEEN HELD CASH BY MYSELF
Outlot 4, The Farm

025066
08/11/05

OmahaTitle.com

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STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 19 day of September, 1989, before me, the undersigned, a Notary Public, duly commissioned and qualified for and in said County, personally came the following named individuals:

the above

to me known to be the identical persons whose names are affixed to the foregoing Fifth 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



025022K
08/11/84



BK 1431 PG 053-062



MISC 2002 06805

SHARD N. TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

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DEL	SCAN <i>CR</i>	FV

Temp. 12.4.01

RETURN:

MARK Go.lds

22243 HOMESTEAD RD

2/KHON NE. 68022

1072

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 E. Kellan David E. Miller
STEPHEN E. KELLAN DAVID E. MILLER

Lot # 29 Lot # 51 REPLAT 2

Thomas E. Harney Mark J. Guilds
THOMAS E. HARNEY MARK J. GUILDS

Lot # 34 Lot # 55 REPLAT 2

Libby K. Meller Michael E. Washburn
LIBBY K. MELLER MICHAEL E. WASHBURN

Lot # 23 Lot # 56 REPLAT 2

Stein Hordvik
STEIN-INSE HORDVIK
Lot # 13

Gregory Rneifl
GREGORY RNEIFL
Lot # 2 R 5

Joan Hackett
JOAN C. HACKETT
Lot # 35

Patti Boyle
PATTI A. BOYLE
Lot # 50 R 2

Joan Hackett
JOAN C. HACKETT
Lot # 36

Brian Engel
BRIAN K. ENGEL
Lot # 16

Theresa Manahan
THERESA M. MANAHAN
Lot # 19

Michael E. Meeks
MICHAEL E. MEEKS
Lot # 15

Robert L. Ellen
ROBERT L. ELLEN
Lot # 49 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 Bennett
C. CRAIG BENNETT
Lot # 53 R 2

Beverly Timerding
Lot # 48
BEVERLY TIMERDING

Thomas H. Rosenquist
THOMAS H. ROSENQUIST
Lot # 37

Beverly Timerding
Lot # 5
BEVERLY TIMERDING

~~Mark T. Boschoet~~
MARK T. BOSCHOET
Lot # 5R6

~~John W. Utrie~~
JOHN W. UTRIE
Lot # 33

~~Brian Broderick~~
BRIAN BRODERICK
Lot # 1

~~Donald A. Kaiser~~
DONALD A. KAISER
Lot # 31

~~Margia D. Heywood~~
MARGIA D. HEYWOOD
Lot # 54 R2

~~Margaret C. Bullock~~
MARGARET C. BULLOCK
Lot # 21

~~James M. McCoy~~
JAMES M. MCCOY
Lot # 47 R2

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

~~Edward J. Weber~~
EDWARD J. WEBER
Lot # 57 R2

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

~~Patricia R. Dahmke~~
^{Pat Dahm}
NOT PART of COVENANTS
PATRICIA R. DAHMKE
Lot # 2

~~John C. Flor~~
JOHN C. FLOR
Lot # 43 R2

~~Karen F. Hodges~~
KAREN F. HODGES
Lot # #11

~~Robert A. Nebe~~
ROBERT A. NEBE
Lot # 45 R2

~~Larry G. Poindexter~~
LARRY G. POINDEXTER
Lot # 20

~~Robert L. Karaszek~~
ROBERT L. KARASZEK
Lot # 17

Pam Wood
PAMELA J. WOOD
Lot # 1RS

Robert P. Johnston
ROBERT P. JOHNSTON
Lot # 14

Don Peers
DONALD R PEERS
Lot # 18

Gary A. Perkins
GARY A. 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



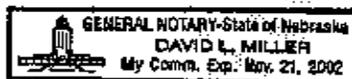
Lot # _____

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 21st 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.



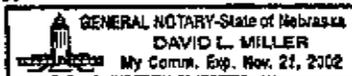
[Signature]
Notary Public

On this 31st 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:

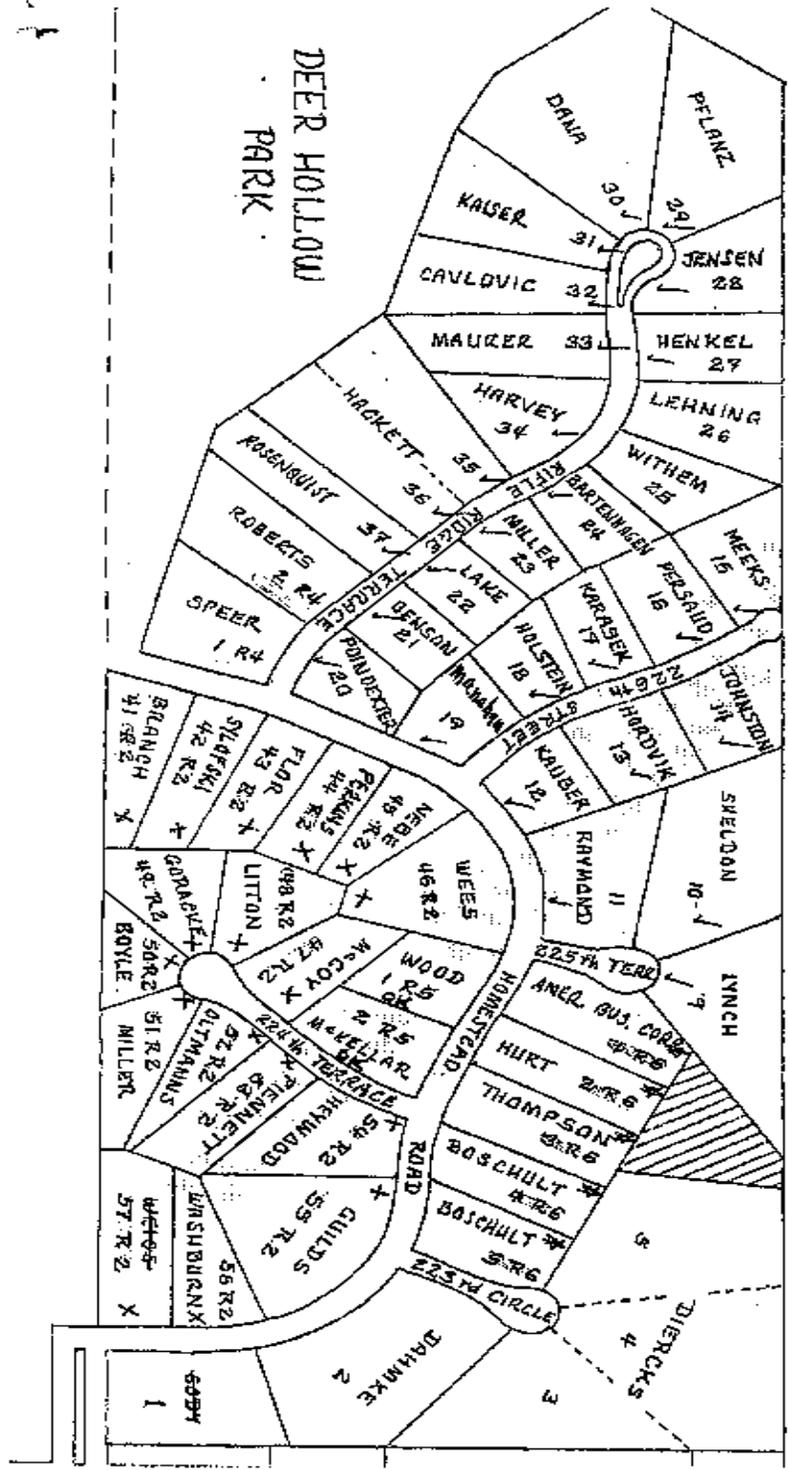
<u>DOCUMENT</u>	<u>BOOK</u>	<u>PAGE</u>
The Farm	1573	720
The Farm Replat I	1774	7
The Farm Replat II	1776	285
The Farm Replat III	1813	528
The Farm Replat IV	1826	672
The Farm Replat V	1862	538
The Farm Replat VI	1839	696
The Farm Vacation	749	296

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

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

*First name
 against history
 begins with*

The Farm



SID No. 277 Resident Homeowners

16-Jan-02

ACCT	LAST NAME	FIRST NAME	SPOUSE NAME	STREET ADDRESS	TELEPHONE	LOT NBRS
024	Bartenhagan	Carl A.	Evelyn D.	22746 Rifle Ridge Terrace	(402) 332-4150	24
021	Benson	Michael F.	Peggy	22716 Rifle Ridge Terrace	(402) 332-4708	21
012	Bolamperti	Matthew P.	Mary J.	3939 So. 226 Terrace	(402) 332-2616	12
806	Bochhut	Mark T.	Gail	22308 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	Broekemeler	David A.	Robin	4025 So. 224 Terrace	(402) 332-5418	52 Replat 2
027	Bullock	John B.	Margaret L.	22818 Rifle Ridge Terrace	(402) 332-8388	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
804	Danham	Tom C.	Janet R.	22318 Homestead Road	(402) 332-2820	04 Replat 6
018	Engel	Brian K.	Cynthia S.	3910 So. 226 Terrace	(402) 332-5019	15
243	Flgr	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	Gulke	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	22849 Homestead Road	(402) 332-5105	41 Replat 2
034	Harvey	Thomas E.	Sallyann	22805 Rifle Ridge Terrace	(402) 332-5508	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	Haywood	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) 332-5515	28
603	Johnson	Kan 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	Kanasek	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	Laka	William K.	Kathryn H.	22726 Rifle Ridge Terrace	(402) 332-4916	22
248	Luellen	Rob	Marietta	4034 So. 224 Terrace	(402) 332-6985	48 Replat 2
008	Lynch	John G.	Winona (Norie)	3905 So. 226 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	Nabe	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	Piannet	C. Craig	M. B.	4015 So. 224 Terrace	(402) 332-3160	53 Replat 2
020	Polndexter	Larry G.	Suzanne D.	22708 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. 226 Terrace	(402) 332-4822	10
401	Spear	Bradley K.	Louise A.	22705 Rifle Ridge Terrace	(402) 332-4324	01 Replat 4
242	Sylofski	Edward J.	Gerie	22707 Homestead Road	(402) 332-4513	42 Replat 2
033	Utrie	John W.	Linda A.	22815 Rifle Ridge Terrace	(402) 332-5734	33
255	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 (Sheri)	22515 Homestead Road	(402) 332-3131	46 Replat 2
601	Wood	Jack R.	Pernela J.	22419 Homestead Road	(402) 332-4338	01 Replat 5

Total: 55

SID No. 277 Non-Resident Owners

16-Jan-02

ACCT	LAST NAME	FIRST NAME	SPOUSE NAME	STREET ADDRESS	TELEPHONE	LOT NBRS
025	Dixon	William J.	Mary Jo	3905 S. 223 Circle Elkhorn 68022	(402) 332-4226	25
026	Green	Leslie L.	Jean C.	1221 Skyline Drive Elkhorn 68022	(402) 289-3562	26
005	Stratman	Steven	Rhonda	S. 223rd Circle Elkhorn 68022		05

Total: 3



1036 457 MISC



27194 92 457-466

THIS PAGE INCLUDED FOR
INDEXING
PAGE DOWN FOR BALANCE OF INSTRUMENT

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.

8. 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 trees 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 services 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-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 13th day of September, 1992.

Daryl P. [Signature]
Lot # 42 - Replat 2

James Haskett
Lot # 36

Samuel F. [Signature]
Lot # 15

Mark Weim
Lot # 57 - Replat 4

Patricia A. Roberts
Lot # 8 - Replat

John A. Rich
Lot # 25

[Signature]
Lot # 18

Bob T. [Signature]
Lot # 45

Stephen Z. [Signature]
Lot # 27

[Signature]
Lot # [Signature]

Kathryn N. Lake
Lot # 21

[Signature]
Lot # 59 - Replat 2

Angela A. Miller
Lot # 5 - Replat 2

Linda K. [Signature]
Lot # 32

Carl A. [Signature]
Lot # 74

[Signature]
Lot # 37

Bernard A. Dara
Lot # 30

Ruth Kella
Lot # 2 - Replat 5

James Haskett
Lot # 35

Pat [Signature]
Lot # 14

Paul Kauber
Lot # 12

Lavetta Maurer
Lot # 33

James E. Hargy
Lot # 34

James K. Miller
Lot # 33

Wesley J. Lynch
Lot # 9

Kathleen K. McCoy
Lot # 47 R 2

Miss C. Ottomano
Lot # 52 R 2

Lot #

Linda A. Hunt
Lot # 2 R 6

Lot #

Al W. ...
Lot # 4 R 2

Lot #

Albin ...
Lot # 53 R 2

Lot #

Lois Heibel
Lot # 37

Lot #

Lois Heibel
Lot # 4 R 6

Lot #

John Hordick
Lot # 13

Lot #

Bob Karasik
Lot # 77

Lot #

Tim ...
Lot # 48 R 2

Lot #

Mike ...
Lot # 21

Lot #

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

BOOK 1036 PAGE 464

On this 13th 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.



David L. Miller

NOTARY PUBLIC

BOOK 1036 PAGE 465

STATE OF NEBRASKA }
COUNTY OF DOUGLAS } ss.

On this 20th 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 5

M.W. Guld.
Lot # 1-33 R-7

[Signature]
Lot # 7 Replat 5

Doris E. [Signature]
Lot # 56 Replat 2

[Signature]
Lot # 49 R2

[Signature]
Lot # 121 R 4

Michael E. Mack
Lot # 121

[Signature]
Lot # 16

Lot # _____

[Signature]
Lot # 21

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

RECEIVED
 Oct 13 11 40 AM '92
 GEORGE J. BUELEWITZ
 REGISTER OF DEEDS
 DOUGLAS COUNTY, NE

Misc

1036
 EX N C/O FRI 2500
 157-166 DEL 118 MC
 OF MISL COMP F/B

27194 H

