

FILED SARPY CO. NE.  
INSTRUMENT NUMBER  
2003-30126  
2003 JUN -3 P 2:53 P

*John Q. Bachman*  
REGISTER OF DEEDS

Counter *[Signature]*  
Verify *[Signature]*  
D.E. *[Signature]*  
Proof *[Signature]*  
Fee \$ 20.50  
Ck  Cash  Chg   
3937

**COVENANTS, CONDITIONS AND RESTRICTIONS  
AFFECTING LOT 13, HIGHWAY CROSSING,  
SARPY COUNTY, NEBRASKA**

THIS AGREEMENT is made as of the 29 day of May, 2003, between B.H.I. INVESTMENT COMPANY, a Nebraska corporation ("BHI"), and FREMONT HOMES, INC., a Nebraska corporation ("Fremont Homes"). B.H.I. and Fremont Homes may be referred to collectively as the "Parties".

**PRELIMINARY STATEMENT**

B.H.I. is the owner of Lot 13, Highway Crossing, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska (the "Property"). B.H.I. and Fremont Homes have entered into a Purchase Agreement whereby B.H.I. shall sell and Fremont Homes shall buy the Property. As a condition of the Purchase Agreement, B.H.I. and Fremont Homes have agreed to certain requirements with respect to the sale of new manufactured homes and landscaping with respect to the Property.

NOW, THEREFORE, in consideration of the foregoing Preliminary Statement which is incorporated herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, B.H.I. and Fremont Homes do hereby agree as follows:

1. New Manufactured Homes. Fremont Homes agrees that only new manufactured homes shall be sold or displayed from or on the Property. The sale and display of used manufactured homes is strictly prohibited.

2. Landscaping. Fremont Homes agrees that at all times the trees, plants and shrubs shall be installed, replaced and maintained on the Property consistent with the Landscaping Plan approved by B.H.I. on May 15, 2003, a copy of which is attached hereto as Exhibit "A" and incorporated herein by this reference. Further, an underground water sprinkler system shall be installed and maintained for all the grass areas of the Property, including any right-of-way adjacent to Highway 50, if permitted by the State of Nebraska.

Please return to:

John Q. Bachman  
GAINES, PANSING & HOGAN  
10050 Regency Circle, Suite 200  
Omaha, NE 68114

30126

BTC

A


3. Existing Covenants. This Agreement is in addition to and in no way waives or amends that certain Declaration of Covenants, Conditions, Restrictions and Easements of Highway Crossing, Sarpy County, Nebraska, dated January 15, 2002, and recorded on January 17, 2002 as Instrument No. 2002-02319, in the office of the Sarpy County Register of Deeds. Fremont Homes agrees to abide by all of the terms and conditions of the Declaration.

4. Right of Successors. The covenants, conditions and restrictions hereunder shall run with the Property. This Agreement shall bind and inure to the benefit of the Parties hereto, their respective heirs, personal representatives, successors and assigns.

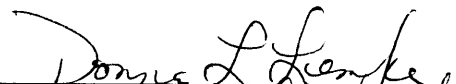
5. Entire Agreement. This Agreement constitutes the entire agreement between the Parties hereto, the Parties do not rely upon any statement, promise or representation not herein expressed, and this Agreement once executed shall not be modified or altered in any respect except by a writing executed and delivered by the appropriate parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

B.H.I. INVESTMENT COMPANY, a Nebraska corporation

By:   
Gerald L. Torczon, President

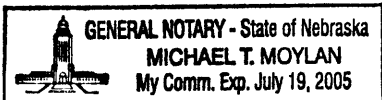
FREMONT HOMES, INC., a Nebraska corporation

By:   
Name: Donald Lenke Fremont Homes  
Title: President

B

STATE OF NEBRASKA )  
 ) ss.:  
COUNTY OF DOUGLAS )

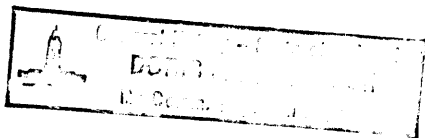
The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of May, 2003, by GERALD L. TORCZON, President of B.H.I. INVESTMENT COMPANY, a Nebraska corporation, on behalf of the corporation.



Michael T. Moylan  
Notary Public

STATE OF NEBRASKA )  
 ) ss.:  
COUNTY OF Sarpy )

The foregoing instrument was acknowledged before me this 29 day of May, 2003, by Danna L. Lenke, Pres of FREMONT HOMES, INC., a Nebraska corporation, on behalf of the corporation.



Doreen J. Nicholson  
Notary Public

