

COVENANTS FOR DEERFIELD SUBDIVISION,
DODGE COUNTY, NEBRASKA

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KNOW ALL MEN BY THESE PRESENTS THAT:

Christensen Limited Partnership, is the fee Owner of the following described real estate:

All that part of the Northeast Quarter of Section 25, Township 17 North, Range 8 East of the 6th P.M., Dodge County, Nebraska, lying north and east of the hard surfaced road formerly known as the Lincoln Highway and also as Military Road, except:

(1) A triangular tract of ground deeded to Dodge County, Nebraska, for highway purposes described in the deed recorded in Book 55 at Page 225 of the Deed Records of Dodge County, Nebraska, and except;

(2) A parcel of land in the Northwest Quarter of said Northeast Quarter described as follows: From the North quarter corner of Section 25, Township 17 North, Range 8 East of the 6th P.M.; thence east on the Section line 141.0 feet; thence at right angle south 141.3 feet; thence west parallel to the north margin of the section 141.0 feet; thence North to the point of beginning, together with a right-of-way 10 feet in width and extending the length of the above described tract and adjacent to it on the east to be used as a driveway in common with the adjoining property Owners, and except;

(3) A tract of land located in the Northwest One Quarter of the Northeast One Quarter of Section 25, Township 17 North, Range 8 East of the 6th P.M., containing 0.63 acres more or less and being more particularly described as follows: Commencing at the north one quarter corner of said Section 25 and going thence North 90°00' East along the north margin of said Section 25, for a distance of 341.0 feet; thence South 0°20' East, parallel to the west margin of said Northwest One Quarter of the Northeast One Quarter for a distance of 4.26 feet to a point on the South R.O.W. margin of a public road, said point being the point of beginning; thence continuing South 0°20' East parallel to said west margin for a distance of 137.04 feet; thence South 90°00' West parallel to the North margin of said Northwest One Quarter of the Northeast One Quarter for a distance of 200.0 feet; thence North 0°20' West parallel to the West margin of said Northwest One Quarter of the Northeast One Quarter for a distance of 139.54 feet to a point on the South R.O.W. margin of a public road 1.76 feet south of the North margin of said Northwest One Quarter of the Northeast One Quarter; thence South 89°17' East along said south R.O.W. margin of a public road for a distance of 200.02 feet to the point of beginning.

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Carol Stevens
REGISTER OF DEEDS
DODGE COUNTY, NE

The First Addition of said Deerfield Subdivision has been platted at Plat Number 451 and recorded at Book 232, Page 793, in the office of the Register of Deeds in and for Dodge County, Nebraska. Said Owner does hereby make the following declarations as to the limitations, restrictions, and uses to which Lots in said Deerfield Subdivision, First Addition, and additional Additions in said Deerfield Subdivision, all of which are located as part of the aforescribed real estate, may be put. Christensen Limited Partnership hereby specifies that the following declarations shall constitute covenants to run with the land specifically as to all Lots within Deerfield Subdivision as platted on Plat Number 451 as aforementioned and further Additions to said Deerfield Subdivision as may be platted in the future, all

within the aforescribed real estate, such covenants to run with the land, as provided by law, and shall be binding on all parties and all persons claiming under them, and for the benefit of and limitations upon all future Owners and lessees of said Lots. This declaration of restrictions is designed for the purpose of keeping said Subdivision desirable, uniform, and suitable in use as herein specified, such restrictions to be and remain in effect for a period of ten years from the date hereof, and shall continue in effect for recurring periods of ten years unless, prior to the expiration of any ten year period, the Owners of 67% of said total number of platted Lots elect in writing to terminate these covenants, and does hereby further declare that these covenants shall be deemed effective and binding upon the recording of these covenants.

If the Grantees, their heirs, personal representatives, successors or assigns of any Lot in the aforementioned Subdivision, shall violate or attempt to violate any of the covenants herein, it shall be lawful for the Grantors or the Owner or Owners of any other Lots in the Subdivision or the hereinafter referred to Association, to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenants. Failure to enforce any covenant or restriction herein contained, shall in no event be deemed a waiver of the right to do so thereafter.

Notwithstanding any of the foregoing, the restrictions contained in these declarations and covenants shall not apply to Lots contained in a future Addition within Deerfield Subdivision and within the aforescribed real estate which shall be designated by the Owner as Common Area, it being contemplated that said Lots may be developed or improved by Christensen Limited Partnership or Deerfield Homes, L.L.C., and its successors in interest thereto, for purposes consistent with the use of the remaining portion of the Subdivision as a community for permanent homes, and consistent with the supply of necessary goods and services suitable to the community for recreational and community services.

Declarant hereby declares that all of the property described above shall be held, sold and conveyed subject to the following declarations:

DEFINITIONS

A. "Association" shall mean and refer to Deerfield Homeowners Association, Inc., its successors and assigns.

B. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation. "Owner" shall also include Lessees of any Lot which is part of the properties who is also a member of the Association.

C. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association which shall include other residential developments located within the aforescribed real estate, including Deerfield Subdivision, First Addition, and/or apartment complex, condominium, townhouse, and/or duplex developments.

D. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the members of the Association to include the Lake area and roads within the Subdivision. Said Common Area shall include such Lots which shall be part of the aforescribed real estate, and platted in a future Addition of Deerfield Subdivision specifically designated as Common Area. Provided, however, that such real property which has been reserved by the Owner as Common Area, and reserved for the

common use and enjoyment of members of the Association shall be available for such use as Common Area only for those members (and their invitees and guests) who reside in or are Owners of Lots, or tenants thereof, within Deerfield Subdivision and the aforescribed real estate which shall include all Association members and their invitees and guests.

E. "Lot" shall mean and refer to any plot of land shown upon any recorded Subdivision constituting the properties with the exception of the Common Area.

F. "Member" shall mean and refer to those persons entitled to membership as provided in the Articles of Incorporation of the Association.

G. Declarant shall mean and refer to Christensen Limited Partnership and/or Deerfield Homes, L.L.C., and its successors and assigns if such successors or assigns should acquire more than two undeveloped Lots from the Declarant for the purpose of development.

ARTICLE I

PROPERTY RIGHTS

1. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- A. The right of the Association to suspend the voting rights and the right to use the Common Area for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 120 days for any infraction of its published Rules and Regulations.
- B. Any Owner may delegate, in accordance with the By-Laws of the Association, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE II

MEMBERSHIP, VOTING RIGHTS AND LOTS OWNED BY DECLARANT

1. Every Owner of a Lot which is subject to an assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

2. The Association shall have two classes of voting membership:

- A. Class A: Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they, among themselves, determine, but in no event shall more than one vote be cast with respect to any Lot.
- B. Class B: Class B members shall be the Declarant and shall be entitled to three votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership upon the happening of either of the following events, whichever first occurs:
 - i) When the total votes outstanding in the Class A membership equal the total votes outstanding in Class B membership, or

ii) On January 1, 2000.

3. Lots owned by Declarant shall not be subject to assessments as are provided for in Article III hereof and the Bylaws of the Association, and shall not be subject to architectural control as provided in Article IV hereof and the Bylaws of the Association. Improvement and maintenance of the Common Area shall be the sole responsibility of Declarant until 67% of the Lots in Deerfield Subdivision, First Addition, excluding Common Area Lots, have been conveyed to Class A members.

ARTICLE III

COVENANTS FOR MAINTENANCE ASSESSMENTS

1. The Declarant, for each Lot owned within the properties, hereby covenants, and each Owner of any Lot by acceptance of a Deed therefore, whether or not it shall be so expressed in such Deed, is deemed to covenant and agree to pay to the Association:

- A. Annual assessments or charges; and
- B. Special assessments for capital improvements, such assessments to be established and collected as hereinafter provided.

The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Such assessments levied by the Association shall not carry priority over general taxes, special assessments, or bonafide real estate mortgages/Deeds of Trust, now or hereafter placed of record with respect to any such real estate, but shall be prior to any other liens. It is understood that such annual assessments shall not normally be recorded with the Register of Deeds of Dodge County, Nebraska, but that the Board of Directors of the Association have the power and authority, by instrument executed by the president of such Association, to record with the Register of Deeds, within six months after the date of the levy of any assessment, a written document setting forth the amount of the assessments with respect to each Lot or separate property, which document shall be with respect to each Lot a lien against the real estate. Provided, however, the filing of such written document is not necessary to charge said Lot with a lien for such assessment. Provided, further, that a written document executed by the president of the Association recorded with the Register of Deeds of Dodge County, Nebraska, showing that all assessments against any Lot or Lots have been paid through the date of such written document, shall be effective to release the lien of such assessment created hereby.

2. The assessments levied by the Association shall be exclusively to promote the recreation, health, safety, and welfare of the residents in the properties and for the improvement and maintenance of the Common Area.

3. Maximum Annual Assessment. Unless the written consent of the then Owners of a sixty-seven percent majority in interest of the Lots in said Subdivisions to a greater amount is obtained by the Association, the annual assessment shall not exceed the sum of \$100.00 per Lot. Provided, however, said maximum annual assessment for each year after 1994 may be increased each year to not more than five percent above the maximum assessment for the previous year without a vote of the membership. The maximum annual assessment for each year after 1994 may be increased by

more than five percent over the previous maximum by a vote of sixty percent of the members who are voting in person or by proxy, at a meeting duly called for this purpose.

4. The Board of Directors of the Association shall have the authority to set the level of the maximum annual assessment at an amount not in excess of the maximum, provided that no such assessment shall be effective if the Owners of more than sixty-seven percent of the Lots in the Subdivision, in any calendar year shall execute and file with the Register of Deeds of Dodge County, Nebraska, an acknowledged instrument rescinding the assessment lien for such year.

5. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of sixty-seven percent of the votes of the membership who are voting in person or by proxy at a meeting duly called for this purpose. Such assent shall be obtained prior to the incurring of any such cost.

6. Notice And Quorum For Any Action Authorized Under This Article III. Written notice of any meeting called for the purpose of taking any action authorized under Article III shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement and the required quorum at the subsequent meeting shall be one-half of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

7. Uniform Assessment. Both annual and special assessments must be fixed equally for each Lot within the Subdivisions.

8. Date of Commencement of Annual Assessments. Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association, shall, upon demand, and for a reasonable charge, furnish a certificate signed by an Officer of the Association setting forth whether the assessments on a specified Lot have been paid.

9. Effect of Nonpayment of Assessment; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall be deemed delinquent, shall bear interest from the due date at the rate of sixteen percent (16%) per annum, and shall cause the entire unpaid portion of said assessment for said year to be deemed delinquent. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property through proceedings in any Court in Dodge County, Nebraska, having jurisdiction of suits for the enforcement of such liens. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage now or hereafter placed upon any property subject to assessment. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

11. Exempt Property. All properties dedicated to and accepted by, a local public authority and all properties owned by a charitable or non-profit organization exempt from taxation by the laws of the State of Nebraska shall be exempt from the assessments created herein. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

ARTICLE IV

ARCHITECTURAL CONTROL

1. No building, fence, storage shed, wall, or any other structure, landscaping, or the color of any structure to be built upon a Lot or to be maintained on a Lot shall be commenced, erected, or maintained upon such a Lot, nor shall any exterior addition to or change or alteration thereon be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board of Directors of the Association. In the event said Board or its designated committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this paragraph will be deemed to have been fully complied with.

2. All approved construction after commencement will be substantially completed within twelve (12) months following the date of commencement of construction.

ARTICLE V

EXTERIOR MAINTENANCE

In the event an Owner of any Lot in the properties shall fail to maintain the premises and the improvements situated thereon, in a manner satisfactory to the Board of Directors, the Association, after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agent and employees, to enter upon said parcel and to repair, maintain, and restore the Lot and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject.

ARTICLE VI

GENERAL PROVISIONS

1. With respect to the property herein to be conveyed by Christensen Limited Partnership to the Association, as Common Area, the Association agrees that while these covenants remain in effect, none of the lands so conveyed shall be sold or conveyed to anyone for any purpose, without the written consent of the then Owners of 90% of the total number of platted Lots in the Subdivision, except in the case of a sale to a governmental Subdivision, which sale may be accomplished by majority vote of

the Board of Directors of the Association.

2. All Lots platted and part of Deerfield Subdivision, First Addition, shall be used exclusively for single family residential dwellings and purposes, except for those Lots or parts thereof as may hereafter be conveyed or dedicated by Christensen Limited Partnership or their successors or assigns, for use as a church, school or park, or other non-profit use. Only one residence shall be constructed on any such Lot, and single family dwellings only shall be permitted even though the property is zoned R-2.

3. No dwelling shall exceed two stories in height, however, it is understood that the maximum height may vary with each location.

4. The minimum size of permanently enclosed living space shall be 1,125 square feet per home, excluding basement area, with 750 square feet to be on the main floor.

5. Each dwelling shall also have an attached private garage not less than 19 feet by 19 feet in size. In order to improve the aesthetics of the neighborhood, garage doors shall be left open not more than 30 continuous minutes.

6. Exterior colors of all dwellings must be approved by the Association and must be muted colors to blend with the natural environment.

7. No residence shall be located nearer than five feet to any side Lot line, nor closer than 25 feet from the street Lot line, nor closer than 30 feet to the lakeshore. Exceptions may be approved by Deerfield Homes L.L.C.

8. No exterior television or radio antenna, satellite viewing or receiving stations or disks or dishes of any sort, shall be permitted on any Lot.

9. No advertising signs, billboards, unsightly objects or nuisances shall be erected, placed or permitted to remain on any Lot except one sign per Lot consisting of not more than six square feet advertising a Lot as "For Sale"; nor shall the premises be used in any way for any purpose which may endanger the health or unreasonably disturb the Owner or Owners of any Lot within the Subdivision or any resident thereof. Further, no business activities of any kind whatsoever shall be conducted on any Lot. Provided, however, this paragraph shall not apply to the business activities, signs, and billboards or the construction or maintenance of buildings, if any, by Coldwell Banker Fremont State, Inc., or Deerfield Homes L.L.C., its agents or assigns, during the construction and sale of residences and Lots within the Subdivision.

10. No incinerator or trash burner shall be permitted on any Lot. No garbage or trash can or container shall be permitted unless completely screened from view, except for pick up purposes. No garden, lawn or maintenance equipment of any kind whatsoever shall be stored or permitted to remain outside of any dwelling or suitable storage facility, except when in actual use. No garbage, refuse, rubble or cuttings shall be deposited on any street, road, or Lot. No clothes line shall be permitted outside of any dwelling at any time except one retractable clothes line per Lot.

11. Exterior lighting installed on any Lot shall be indirect or of such a controlled focus and intensity as not to disturb the residents of adjacent Lots and is subject to the approval of the Association's architectural committee.

12. Plantings. Upon completion of the residential structure, each Lot must be seeded, or sown in grass, or garden or flowers planted in all areas and locations not improved by buildings or paving or other structure or patio or play areas. Landscaping shall be approved by the Association's architectural committee.

A minimum of one tree and five shrubs shall be planted on each Lot upon completion of the residence. Of these, three shrubs must be planted in the front yard of each property. Flower areas are acceptable instead of shrubs.

Each Lot Owner is responsible for controlling the growth and spread of noxious weeds on his or her property including the strip next to and behind any fence. In the event a member fails to control such growth, the Association may cause the weeds to be controlled through mowing or spraying, in which event the charges incurred therefore shall be added to and become part of the Lot Owner's annual assessment. Nonpayment of such assessment will result in the filing of a lien against the property and be subject to such other enforcement and collection privileges as other assessments are which are lawfully made by the Association.

13. Fences. Before starting construction of any fence and/or storage shed, a request to erect same must be forwarded in writing to the Association. Such application or request must include a drawing to show where the fence and/or storage shed, will be located on the property. It is recommended that a surveyor be employed to determine actual property lines. Any fence and/or storage shed which is ultimately determined to have been constructed over a property line, must be removed if so demanded by the adjacent Owner or by the Association if on a common area. No claim of title by adverse possession shall lie as to any fence and/or storage shed built over the actual Lot line regardless of the number of years that might pass before either the Association or an adjacent Owner might discover or complain of such improperly placed fence and/or storage shed.

All applications or requests for construction of a fence must state the type of fence and the height of the fence proposed to be erected. Fences shall be constructed of good quality materials consistent with and harmonious with the existing structures and fences located on surrounding properties. Acceptable materials for fences include chainlink, split rail, board-on-board. Other materials will be considered by the architectural committee of the Association. No fence shall exceed a height of six feet.

Fencing shall not go forward beyond the back corners of the house except for split rail fencing which may be placed in front or on the side of the house.

All applications to construct and erect a storage shed must state the type of shed, the dimensions thereof and a drawing showing the front, side and layout, shall be included. Such shed shall be constructed of good quality materials consistent with and harmonious with the existing structures on surrounding properties. The size of the shed shall not exceed ten foot by twelve foot. Exterior color must match the home on the Lot.

14. No swimming pool shall be permitted within the Subdivision which extends more than one foot above ground level.

15. Basketball backboards and hoops either located over garage doors on the house, or on poles adjacent to driveways on the Lot shall be permitted.

16. Driveway approaches between the sidewalk and curb on each Lot shall be constructed of concrete. Should repair or replacement of such approach be necessary, the repair or replacement shall also be of concrete. No asphalt overlay of such driveway approaches will be permitted.

17. No stable or other shelter for any animal, livestock, fowl, or poultry shall be erected on any Lot, except that a doghouse constructed for one (1) dog shall be permitted. Dog runs and doghouses shall be only allowed at the rear of the house on the Lot, concealed from view from the street.

18. No repair of any boats, automobiles, motorcycles, trucks, campers, or similar vehicles requiring a continuous time period in excess of twenty-four (24) hours shall be permitted on any Lot at any time; nor shall vehicles offensive to the neighborhood be visibly stored, parked or abandoned on any Lot or on any road within the Subdivision. No unused building materials, junk or rubbish shall be left exposed on the Lot except during actual building operations, and then only in as neat and inconspicuous a manner as possible.

19. No boat, camper, trailer, auto-drawn or mounted trailer of any kind, mobile home, truck, aircraft, camper truck, or similar chattel shall be maintained or stored on any part of any Lot (other than in an enclosed structure) for more than twenty (20) days within a calendar year. No motor vehicle may be parked or stored outside on any Lot or street within the Subdivision, except vehicles driven on a regular basis by the occupants of the dwelling located on such Lot. No grating or excavating equipment, tractors or semi-tractors/trailers shall be stored, parked, kept or maintained on any Lots, driveways or streets within the Subdivision. However, this section shall not apply to trucks, tractors, or commercial vehicles which are necessary for the construction of residential dwellings within the Subdivision during their period of construction. All residential Lots shall provide at least the minimum number of off street parking areas or spaces for private passenger vehicles required by the applicable zoning ordinances of the City of Fremont, Nebraska.

20. Final grading on any Lot that affects drainage is subject to the approval of the Deerfield Homes L.L.C., or Christensen Limited Partnership.

21. No structures, such as trailers, tents, mobile units, double wides, basement houses, garages, barns, campers, motor homes, mobile homes, or unfinished buildings shall be erected or placed on Lots for the purpose of temporary or permanent quarters.

22. Mailboxes. No individual mailboxes shall be permitted on residential lots. Declarant shall provide cluster type mailboxes throughout the Subdivision for use of Owners which shall comply with U.S. Post Office Regulations.

23. Severability. Invalidation of any one or more of these covenants or restrictions by Judgment or Court Order, shall in no way affect other provisions hereof which shall remain in full force and effect.

ARTICLE VII

RULES AND REGULATIONS

1. The Board of Directors of the Association shall have the authority to provide Rules and Regulations for the use of the Lake and Common Areas within the Subdivision, to promote the safe and courteous use of the Lake and Common Areas for the general welfare of Lot owners, tenants, and guests, all within the Subdivision and such Rules and Regulations shall be binding upon each Owner and Member and subject to enforcement by the Board of Directors. The acceptance of a Deed to a Lot within the Subdivision shall constitute conclusive acceptance of the terms and provisions of such Rules and Regulations and of all covenants and terms and conditions contained in this instrument.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement effective this 26th day of July, 1997.

CHRISTENSEN LIMITED PARTNERSHIP

By: *W. Jack Furtick*
General Managing Partner

STATE OF NEBRASKA)
)ss
COUNTY OF DODGE)

On this 26th day of July, 1994, before me, a Notary Public, in and for said county and state, personally came Mark Ferraina, General Managing Partner of Christensen Limited Partnership, a Nebraska Limited Partnership, who is personally known to me to be the identical person whose name is affixed to the foregoing document and acknowledged the execution thereof to be his voluntary act and deed.



Sheryl Jean Temple
Notary Public