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SIXTH AMENDMENT TO PROTECTIVE COVENANTS

BOOK 1036 PAGE 457

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12. A perpetual license and easement is hereby reserved in favor of and granted to Omaha Public Power District and Northwestern Bell Telephone Company (hereinafter called "Licensees" or "Grantees") to erect and operate, maintain, repair and renew

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

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

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

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

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

DATED this 13th day of September, 1992.

Doreen A. [Signature]
Lot # 42 Replat 2

Joan Hackett
Lot # 36

Denell E. Ripper
Lot # 19

Mark Weins
Lot # 57 Replat #

Patricia A. Roberts
Lot # 8 Replat

Jay A. Rich
Lot # 28

Leah [Signature]
Lot # 18

Bob Nebe
Lot # 45

Stephen Z. [Signature]
Lot # 29

Joan Raymond
Lot # [Signature]

Kathryn H. Lake
Lot # 22

[Signature]
Lot # 59 Replat 2

Angela J. Miller
Lot # 51 R2

Jonda K. Cawlowic
Lot # 32

Carl A. Baurhuber
Lot # 24

[Signature]
Lot # 37

Bernard A. Dana
Lot # 30

Ruth Kella
Lot # 2 Replat 5

Joan Hackett
Lot # 35

Pat Johnston
Lot # #14

Jean B Kauber
Lot # 12

Loretta Maurer
Lot # 33

Thomas E Harney
Lot # 34

Larry K Miller
Lot # 23

Winnona J. Lynch
Lot # 9

Kathleen R. McCoy
Lot # 47R2

Paul Ottum
Lot # 52 Replat 2

Lot # _____

Linda A. Hurt
Lot # 2 R-6

Lot # _____

Al W...
Lot # 402

Lot # _____

Winnett
Lot # 53 Replat 2

Lot # _____

Lore Henkel
Lot # 27

Lot # _____

Lore Henkel
Lot # 1 Replat 6

Lot # _____

Jan Hodnik
Lot # 13

Lot # _____

Bob Karasok
Lot # 17

Lot # _____

Tim J...
Lot # 48 - Replat 2

Lot # _____

Mike G...
Lot # 21

Lot # _____

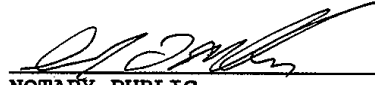
STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

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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.




NOTARY PUBLIC

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

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 6

W. W. Guld
Lot # 55 R-7

[Signature]
Lot # 6 Replat 6

Dorice E. Wamborn
Lot # 56 Replat 2

[Signature]
Lot # 49 R2

[Signature]
Lot # WT 1 R 4

Michael E. Meek
Lot # 13

[Signature]
Lot # 16

Lot # _____

Sandra L. Branch
Lot # 41

Lot # _____

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



[Signature]
NOTARY PUBLIC

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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 <i>OC. 11910</i>	1573	720
The Farm Replat I <i>VXC</i>	1774	7
The Farm Replat II <i>-241-57</i>	1776	285
The Farm Replat III <i>01164</i>	1813	528
-The Farm Replat IV <i>-DC. 11913 -212</i>	1826	672
-The Farm Replat V <i>-212</i>	1862	538
-The Farm Replat VI <i>-21254041</i>	1839	696
The Farm Vacation	749	296

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

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 PG 466 N _____ DEL 11/18 MC _____
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