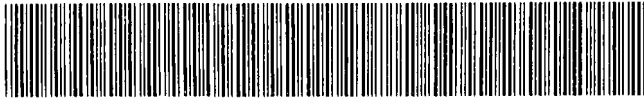




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2120 So. 72nd St. Suite 1500  
Omaha, NE 68124

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## AMENDED AND RESTATED 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 The Farm subdivision be owned, conveyed and used under and subject to the following covenants, conditions, restrictions and easements.

**1. DEFINITIONS:** The following terms, used throughout this document, are defined as follows:

Assessments. Annual assessments for general operations and special assessments for atypical expenses as established and collected in accord with The *Bylaws of The Farm Homeowners Association*.

Association. The Farm Homeowners Association, a Nebraska not-for-profit corporation.

Board of Directors. The Board of Directors of the Association.

Common Facilities. Any of the amenities that exist or may be constructed (such as recreation facilities, roads, pathways, green areas and gardens) on property owned or leased by the Association, on property subject to an easement in favor of the Association, or on property owned by a Sanitary and Improvement District.

Covenants. The provisions of these Amended and Restated Protective Covenants.

Lot. A separate, platted lot in the Subdivision. All of said Lots may be collectively referred to herein as "Lots".

Outbuilding. A building separate, apart, and detached from the residence located upon the Lot.

Owner. The record owner, whether one or more persons or entities, of fee simple title to a Lot, but excluding, however, those parties having any interest in any Lot merely as security for the performance of an obligation (such as a contract seller, the trustee, or beneficiary of a deed of trust, or a mortgagee). The purchaser of a Lot under a land contract or similar instrument shall be considered to be the Owner of the Lot for purposes of these Covenants.

Real Estate. The real property making up "The Farm" subdivision.

Subdivision. The Douglas County subdivision named "The Farm" which is covered by these Covenants.

Vote. An Owner's right to cast a ballot in deciding business matters described in these Covenants which require or allow referenda. The Owner of each Lot, whether one or more persons or entities, shall collectively be entitled to one (1) vote for each Lot owned. In the event that any Owner owns two (2) or more Lots that are contiguous, such Owner shall only be entitled to a total of one (1) vote, that is, such Owner shall not be entitled to a vote for each Lot that is owned by such Owner. In the event that any Owner owns multiple Lots that are not contiguous, such Owner shall be entitled to one (1) vote for each Lot that is not contiguous to another Lot.

**2. SCOPE.** These Covenants supercede and replace any and all protective covenants and amendments to such protective covenants previously governing the Real Estate. These Covenants run with the land and are binding on all present and future Owners, users, and occupants of all or any part of the Real Estate described in Exhibit "A" until January 1, 2035.

**3. SEVERABILITY AND APPROVAL.** 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 seventy-five (75) percent of all Owners of platted lots in the Subdivision.

**4. NON-COMPLIANCE.** If the present or future Owners, users or occupants of any of the platted Lots in said Real Estate shall cause or attempt to cause non-compliance with any provision of these Covenants, it shall be lawful for any Owner to prosecute an action at law or in equity against that person, firm or corporation causing or attempting to cause non-compliance with any such provision, and to prevent such party from taking such action or to recover damages for such non-compliance. Every Owner may advise any other Owner when the condition of his property is, or may be, non-compliant with provisions of these Covenants. If such advice is not sufficient to cause the Owner to correct such deficiency, prior to bringing any independent legal action, Owner(s) may, and are strongly encouraged, to first attempt a satisfactory remedy through the *Non-Compliance Notification and Decision Process* explained in Section 20.

**5. HOMEOWNERS ASSOCIATION.**

a. The Association. The Owners have incorporated The Farm Homeowners Association, (Association). The Association has as its purpose the promotion of the health, safety, recreation, welfare, and enjoyment of the residents of the Subdivision. Such purpose includes, but is not limited to, the following actions:

- (1) The acquisition, construction, landscaping, improvement, equipping, maintenance, operation, repair,

upkeep, and replacement of Common Facilities for the general use, benefit, and enjoyment of the Owners.

(2) The promulgation, enactment, amendment, and enforcement of rules and regulations governing use of Common Facilities, provided, that such rules must uniformly applicable to all Owners. Such rules and regulations may permit or restrict use of the Common Facilities by Owners, their families, their guests, and by other persons who may be required to pay a fee or other charge in connection with the use or enjoyment of any Common Facility.

(3) The exercise, promotion, enhancement, and protection of the privileges and interests of the Owners and the protection and maintenance of the residential character of The Farm.

b. Membership and Voting. The Farm, including various replats of The Farm, has been developed into 59 Lots and a total of 57 single-family homes have been constructed upon such Lots. The Owner of each Lot shall be a member of the Association. Membership in the Association may not be separated from ownership of a Lot. Members' voting rights are as described in Section 1, DEFINITIONS. Lots 35 and 36 shall constitute a single Lot for voting purposes.

c. Powers and Responsibilities. The Association shall have the powers conferred upon not-for-profit corporations by the Nebraska Nonprofit Corporation Act and all powers and duties necessary and appropriate to accomplish the purposes and to administer the affairs of the Association. Such powers shall include, but not be limited to, the following:

(1) The acquisition, development, maintenance, repair, replacement, operation, and administration of Common Facilities and the establishment and enforcement of rules, regulations, and fees relating to the Common Facilities.

(2) The landscaping, mowing, watering, repair, and replacement of and improvements on Common Facilities.

(3) The fixing, levying, collecting, abatement, and enforcement of all charges, dues, or assessments made pursuant to the terms of these Covenants.

(4) The expenditure, commitment, and payment of Association funds to accomplish the purposes of the Association including, but not limited to, payment for purchase of insurance covering any Common Facility against property damage and casualty, and purchase of liability insurance coverages, for the Association and the Board of Directors of the Association.

(5) The exercise of all of the powers and privileges and the performance of all duties and obligations of the Association, as set forth in these Covenants as the same may be amended from time to time.

(6) The acquisition by purchase, lease, or otherwise, of any right, title, or interest in real or personal property, wherever located, in connection with the affairs of the Association.

(7) The deposit, investment, and reinvestment of Association funds in bank accounts, securities, money market funds or accounts, certificates of deposit, or the like.

(8) The rendering to the members of the Association, not less frequently than annually, of a financial report detailing all revenues and expenditures.

(9) The employment of professionals and consultants to advise and assist the Officers and Board of Directors of the Association in the performance of their duties and responsibilities for the Association and obtaining policies of insurance for liabilities relating to the business of the Association and the Common Facilities.

(10) The execution of such documents and the performance of such acts as may be necessary or appropriate to accomplish general administration and management of the assets of the Association.

(11) The performance of such acts and the execution of such instruments and documents as may be necessary or appropriate to accomplish the purposes of the Association.

e. Imposition of Assessments. The Board of Directors may fix, levy, and charge Assessments to the Owner of each Lot as specified in the *Bylaws* of the Association. Said Assessments shall be payable at the times and in the manner prescribed in the *Bylaws* of the Association.

f. Abatement of Assessments. Assessments shall be fixed at a uniform rate for all Lots. Notwithstanding any other provisions of these Covenants, the Board of Directors may abate all or part of the Assessments due with respect to any Lot.

g. Liens and Personal Obligations for Assessments. The amount of any Assessments, related charges to include interest on any Assessments that are not paid on the due date (at the rate of sixteen percent (16%) per annum or the maximum rate of interest allowed by state law, whichever is less), costs, and reasonable

attorneys' fees shall be the personal obligation of the Owner of the affected Lot, and shall be a continuing lien upon the Lot. The personal obligation for payment of delinquent Assessments shall not pass to the successor in title to the Owner, unless such Assessments are expressly assumed by the successors. All successors in title shall, however, take title subject to the lien for such Assessments, interest, and fees and shall be bound to inquire of the Association as to the amount of any unpaid Assessments.

h. Purpose of Assessments. The Assessments collected by the Association may be committed and expended to accomplish the purposes, to execute the powers, and to perform the responsibilities of the Association described in this Section 5 and for other purposes consistent therewith.

i. Certificate as to Assessments. The Association shall, upon written request 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 to the date of request, the amount of any delinquent sums, and the due date and amount of the next succeeding Assessment or installment thereof. The Assessments shall be and become a lien as of the date such amounts first become due and payable.

j. Remedies for Nonpayment of Assessments. Any installment of Assessments that is not paid when due shall bear interest from the due date at the rate of sixteen percent (16%) per annum or the maximum rate of interest allowed by state law, whichever is less, compounded annually. The Association may institute suit against the Owner of the Lot against which the Assessment is levied to recover payment, or foreclose the lien against the Lot in the same manner as the foreclosure of a mortgage, or pursue any other legal or equitable remedy. The Association shall be entitled to recover, as a part of such action, the interest, costs, and reasonable attorneys' fees incurred by the Association with respect to such action. The mortgagee of any Lot shall have the right to cure any delinquency of an Owner by payment of all sums due, together with interest, costs, and fees.

k. Subordination of the Lien to Mortgage. The lien of Assessments provided for herein shall be subordinate to the lien of any mortgage, land contract, or deed of trust given as collateral for any bona fide loan. Sale or transfer of any Lot shall not affect or terminate the Assessment lien.

**6. COMPLIANCE OVERSIGHT.** The Board of Directors of the Association shall exercise the following authorities and responsibilities to achieve compliance with these covenants.

a. Approve or disapprove owner-submitted construction and renovation plans in accord with Section 11 of these covenants.

b. Comply with Section 20, the *Non-Compliance Notification and Decision Process*, which is intended to preclude imprudent independent legal action by any lot Owner.

**7. USE OF LOTS.** All Lots in the Subdivision shall be used only for single-family residential purposes except such Lots, or portions thereof, as hereafter may be conveyed to and dedicated by Sanitary and Improvement District No. 277 of Douglas County, Nebraska for recreational use, solely and only for the use of Subdivision residents. Said single-family residential requirement and additional land use provisions of these Covenants shall take priority over all existing or future zoning imposed by any township, city, county, or other jurisdiction if such regulation is less restrictive or inconsistent with these Covenants. Nothing in this section precludes a residence from including home offices for the self-employed or telecommuters.

**8. RECREATIONAL LAND USE.** Lands conveyed to and dedicated by Sanitary and Improvement District No. 277 of Douglas County, Nebraska for recreational uses shall be used only for such purpose. 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 District is legally in existence and, if not in existence, by the Association. Established rules, codes, leases, easements, and restrictions shall be binding upon all present and future owners of all or any part of the Subdivision.

**9. WATER SERVICE CONNECTION.** Prior to connecting to the water supply system of Sanitary and Improvement District No. 277, the Owner, in addition to complying with the provisions of Section 11, must first pay the applicable water service connection fee.

**10. CONSTRUCTION STANDARDS.** 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 yard setback requirements for dwellings for all Lots in the Subdivision shall be as follows (for accessory building setback requirements, see Section 12(d):

| <u>Front</u><br><u>Yard</u> | <u>Side</u><br><u>Yard</u> | <u>Rear</u><br><u>Yard</u> |
|-----------------------------|----------------------------|----------------------------|
| 40'                         | 10'                        | 35'                        |

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 exterior of residential dwellings, garages, and Outbuildings must meet the guidelines and restrictions of this paragraph. Roofs shall be shingled in wood or architectural composite shingles. Non-wood shingles must be 40-year guarantee quality or better, and made to resemble weathered wood in appearance and color. Walls shall be covered in brick, stone, stucco, lapsiding, shingle siding, or a vertical panel siding made to resemble wood. Synthetic stucco, extruded plastic or metal siding, and concrete block are not permitted except that any siding materials installed prior to the date of execution of these Covenants shall be exempt from this restriction. Any renovation subsequent to the date of execution of these Covenants must comply with all provisions of this Section 10. Exposed portions of the foundation on the front, sides and rear shall be covered with either siding, painted brick-form poured concrete, 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 (light to middle values of gray) or subdued earth tones (red, yellow, or green hues containing some brown or neutral gray).

e. Construction Duration Limit. Construction of residential dwellings, garages, Outbuildings, and exterior renovations including driveways and lawns, must show continuous progress and be completed within one year from the start of the project. This time limit may be revised under extenuating circumstances that can be verified by the Board of Directors.

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 located within The Farm, Replat VI, shall include a garage which is an integral part of said dwelling, and is capable of housing at least three passenger cars.

g. Utilities Conduits. All outside utilities conduits shall be buried underground in accord with applicable building codes in effect at time of installation.

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



i. Fences. Each fence must be constructed of uniform materials and, with the exception of split-rail types, must be restricted to the rear of the front building line. Non-rigid fence materials such as rope, wire, barbed wire, chicken wire, and soft plastics are specifically prohibited except for garden fences. Temporarily during the winter season, snow fences may be erected beside driveways, and frangible picket rods may be placed along lot boundaries to identify roadway edges.

j. Trees. Subject to the restrictions in Section 16, 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 as necessary.

**11. CONSTRUCTION PLANS, SUBMITTAL AND APPROVAL.** Prior to any new home construction, exterior renovation (including but not limited to painting, re-roofing, and fencing) or construction of Outbuildings, the Owner must first submit construction plans to the Board of Directors to obtain written approval. The plans must contain sufficient detail and an intended completion date to assure the Board of Directors can verify compliance with these Covenants.

Within fourteen (14) days after receipt of said plans, the Board of Directors shall either notify the Owner in writing of approval or disapproval and the reason thereof. If the Board of Directors shall fail to send the notice on or before the fourteenth (14<sup>th</sup>) day, such plans shall be deemed approved. The construction of any improvement on any Lots shall not be approved by the Board of Directors, or by default of notification by the Board of Directors, if such construction will violate any provision of these covenants. The Board of Directors has no authority or power to waive and shall not waive any of the requirements of these covenants.

**12. OUTBUILDINGS.** In the event the Owner of any Lot elects to construct, rebuild, or renovate an Outbuilding, the Outbuilding shall be subject to and comply with each and every of the following terms and restrictions:

a. Permanency. Such Outbuildings shall be of a permanent nature and shall include concrete footings, a concrete foundation, and a concrete slab floor. No prefabricated or preconstructed building may be utilized as an Outbuilding.

b. Dimensions. The foundation walls of any Outbuilding shall enclose a ground area of no less than one hundred (100) square feet and no more than eight hundred (800) square feet.

c. Height. The sidewalls of any Outbuilding shall not exceed nine (9) feet. The height of the Outbuilding shall not

include the roof. The roof must have the same slope and pitch as the residence located on such Lot.

d. Setbacks. Any Outbuilding shall be situated on such Lot, so that the Outbuilding shall not be closer to the front lot line than the rear building line of the residence located on such Lot, and such Outbuilding shall not be constructed closer than ten (10) feet to the rear Lot line of such Lot nor closer than ten (10) feet to the nearest side Lot line of such Lot.

e. Additional Restrictions. Any Outbuilding shall also be subject to all of the terms, provisions, and conditions included in Section 10, CONSTRUCTION STANDARDS, Subsections (d) through (g), of these Covenants.

f. Commercial Prohibition. No Outbuilding may be used for any commercial or business activity of any nature whatsoever.

g. Residential Prohibition. No person may occupy an Outbuilding for residential purposes.

h. Number Limitation. Not more than one (1) Outbuilding may be built on any Lot.

i. Grandfather Clause. Any Outbuilding with respect to which construction commenced prior to January 1, 2005, shall be exempt from the terms and provisions of subsections (a) Permanency, (b) Dimensions, and (c) Height, of this Section 12. Any Outbuilding rebuilt or renovated subsequent to January 1, 2005 must comply with all the provisions of this Section.

**13. MODULE HOME AND VEHICLE RESTRICTIONS.** Prefabricated or module homes shall not be assembled on, moved onto, or permitted to remain on any Lot or portion thereof in the Subdivision. No vehicles, trailers, boats or other recreational or commercial equipment shall be stored, parked, or left standing on any Lot, public street, or common area in the Subdivision for longer than fourteen (14) consecutive days.

**14. ANIMALS PROHIBITED OR RESTRICTED.** It is the intention of these covenants that no Lot in the Subdivision shall have any livestock or poultry maintained, housed or boarded on said Lot at any time. However, the Owner of Lot 1 of the The Farm original plat, the Owner of Lot 1 of Replat 8, and the Owner of Lot 2 of Replat 8 may maintain, house or board his own horses on his own Lot for personal enjoyment or that of his family, provided said maintenance, housing or boarding complies with state, county, and local permit requirements and restrictions. 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. Domestic animals must be restricted

to the boundaries of the Owner's Lot, unless said animals are under the supervision of a person competent to control them.

**15. PROHIBITED CONDITIONS AND ACTIONS.** None of the Real Estate 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 with 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. Rubbish, trash, and garbage shall not be permitted to remain on any Lot in the Subdivision and containers for trash, when not awaiting commercial pickup service, shall be stored so as not to be visible from the street or neighboring properties. Open burning shall not be allowed within the subdivision without a fire permit issued by the appropriate authority. Nor shall the land be used in any manner that will or might cause any excessive, prolonged, or recurrent sounds which could, would, or does disturb the peace, quiet, comfort or serenity of the occupants of the surrounding property. Such sounds include, but are not limited to, excessive, prolonged, or recurrent dog barking or howling. No projectiles of any type or nature whatsoever shall be fired or discharged upon, over or across any Real Estate in the Subdivision.

**16. CONTROL OF PLANTS.** No garden crops or field crops shall be grown between the street and the dwelling, except that ground cover crops such as alfalfa, clover, or grasses may be grown on Lot 2 provided said crops are harvested as frequently as may be required to maintain an aesthetically pleasing appearance. 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 or pedestrians. The Owner shall take whatever steps are necessary to control and eliminate noxious weeds on his or her Lot. Sufficient ground cover shall be maintained on each Lot to prevent erosion. Any and all dead trees in the maintained lawn area must be removed promptly at the Owner's expense. The Owner is responsible for maintaining any and all plantings on subdivision rights-of-way unless those plantings were installed under direction of, and maintenance responsibility explicitly accepted by, SID No. 277 or the Association.

**17. ANTENNAS AND ABOVE-GROUND TANKS.** Outside radio or television antennas shall not be erected on any lot or structure with the exception that television satellite antennas may be erected on an exterior wall of a structure provided they are smaller than eighteen (18) inches in diameter, and ground-mounted satellite antennas installed prior to the date of execution of these Covenants may be retained provided they are positioned to the rear of the rear building line of the residence. Above-ground tanks must be positioned to the rear of the rear building line of the residence, except that tanks installed prior to the date of execution of these Covenants may be

positioned to the rear of the front building line of the residence. All above-ground tanks must be screened by plantings or approved fences so as not to be obvious or readily visible from the street and from neighboring properties.

**18. SIGNS.** No signs or placards may be placed, erected, or installed on any Lot or common area, or along any right-of-way in the Subdivision, with the exception that professionally printed signs may be placed as follows:

a. Signs directing vehicular traffic may be installed along subdivision rights-of-way when approved by the governmental agency or agencies responsible for authorizing said signs.

b. Signs designating rules and restrictions for use of recreational or common areas may be placed in, or along the perimeters of, those areas when approved by the agency responsible for managing said areas.

c. The Owner of a Lot may place or cause the placement of a sign on said Lot announcing the offering of his residence for sale.

d. The Owner of a Lot may temporarily place or cause the placement of signs on said Lot expressing support for candidates for election to public office or ballot issues to be voted at an election. Said signs must not be placed prior to forty-five (45) days before and must be removed immediately after said election.

e. The Owner of a Lot may temporarily place or cause the placement of signs on said Lot expressing support for schools, sports teams, and community betterment topics. Said signs may be displayed for only thirty (30) days during any six-month period.

f. None of the signs described in this section shall contain more than four (4) square feet in area.

**19. EASEMENTS.** A perpetual license and easement is hereby granted to the Omaha Public Power District, Qwest Communications and any company which has been granted a franchise to provide a cable television system, their successors and assigns, to erect, operate, maintain, repair, and renew poles, wires, cables, conduits and other related facilities, and to extend thereon wires or cables for the carrying and transmission of electric current for light, heat and power and for the transmission of signals of all kinds including signals provided by a cable television system, and the reception on, over, through, under and across a five-foot (5') wide strip of land abutting all front and side boundary Lot lines; an eight-foot (8') wide strip of land abutting the rear boundary lines of all interior lots; and a sixteen-foot (16') wide strip of land abutting the rear boundary lines of those Lots forming the outer perimeter of the Subdivision. A perpetual easement is also granted to Sanitary and

Improvement District No. 277, its successors and assigns, to install, operate, use, maintain, repair, replace and renew pipelines, hydrants and other related facilities, and to extend thereon pipes for the transmission of water and gas on, through, under and across a five-foot (5') wide strip of land abutting all streets. Said license and easements are granted for the use and benefit of all present and future owners of Lots in said Subdivision. No permanent buildings or retaining 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.

**20. NON-COMPLIANCE NOTIFICATION AND DECISION PROCESS.** To initiate the process described in this section, an Owner must submit a written allegation to the Association's Board of Directors that the condition of a specific Lot is, or may be, non-compliant with provisions of these Covenants. The authority and responsibility for deciding whether the condition of a Lot is non-compliant rests solely with the Board of Directors of the Association. After receiving a written allegation, the Board of Directors shall complete the process described in subparagraphs (a) through (f). The process is represented graphically in Exhibit "B" attached hereto and incorporated herein by reference.

a. Review of the Allegation. The Board of Directors shall review the allegation and decide, by a majority vote at a regular or special meeting, whether the condition of the Lot is non-compliant.

b. Notification to Complainant Owner. If, after review of the specific provisions cited in the allegation and physical inspection of the conditions and circumstances of the subject Lot, the Board of Directors decides the Lot is fully compliant, it shall send the complainant Owner written notice thereof.

c. Notification to the Owner of Property With Non-Compliant Condition. If, after review of the specific provisions cited in the allegation and physical inspection of the conditions and circumstances of the subject Lot, the Board of Directors decides the condition of the Lot is non-compliant, it shall dispatch an ombudsman to meet with the Owner. The purpose of the meeting shall be to notify the Owner regarding the non-compliance situation and to seek voluntary corrective action. Such notification shall be explicit and uncomplicated. The ombudsman shall provide the Board of Directors a written report stating the result of the meeting.

(1) If the ombudsman reports that a voluntary resolution was reached, the Board of Directors shall confirm, in writing, the voluntary corrective action with the Owner within fourteen (14) business days.

(2) If the ombudsman reports that a voluntary resolution was not reached, the Board of Directors shall schedule a hearing for the Owner to attend. The purpose of the hearing will be to establish with the Board of Directors appropriate actions and deadlines for bringing the Lot into compliance. The hearing date shall be between ten (10) and thirty (30) business days after issuance of notice. The Board of Directors shall send written notice of the hearing date, time, and location to both the Lot owner and complainant Owner. The notice shall also advise the Lot Owner that he may request a change of the date, time, or location of the hearing, and that such request for change must be received by the Board of Directors at least five (5) business days before the scheduled hearing date. The requested change shall not delay the scheduled hearing date more than ten (10) business days. If, in accord with the criteria of this subsection, the Lot Owner requests a change of the date, time, or location of the scheduled hearing, the Board of Directors shall re-schedule the hearing to comply with the Lot Owner's request and shall notify him or her in writing at least five (5) business days prior to the re-scheduled hearing date.

d. Hearing With the Lot Owner. If the Owner of the Lot attends a hearing, the Board of Directors shall determine in good faith, by majority vote, specific corrective action and a deadline date for bringing the Lot into compliance. The decision shall require corrective action that is the minimum necessary to bring the Lot into compliance. Such decision shall establish a deadline date commensurate with the nature and complexity of the corrective action. Within ten (10) business days after the hearing, the Board of Directors shall provide the Lot Owner written confirmation of its decisions.

e. Hearing Without the Lot Owner. If the Owner of the Lot fails to attend a scheduled or re-scheduled hearing, the Board of Directors shall decide, by majority vote, specific corrective action and a deadline date for bringing the Lot into compliance. The corrective action shall be the minimum necessary to bring the Lot into compliance. The Board of Directors shall assign a deadline date commensurate with the nature and complexity of the corrective action. Within ten (10) business days after the hearing, the Board of Directors shall provide the Lot Owner written notice of those decisions.

f. Post-Deadline Action. After a deadline date assigned in accord with subsections (d) or (e) of this Section 20 has passed, the Board of Directors shall determine the status of the property. If corrective action is complete, the Board of Directors shall send a letter to the Lot Owner thanking him for the cooperation and acknowledging that the corrective action is complete. If the corrective action remains incomplete, or if the Lot Owner has previously requested a delayed deadline date, the Board of Directors shall arrange a meeting with the Lot Owner to

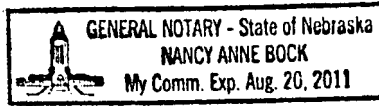
establish a delayed deadline date. If corrective action remains incomplete after the delayed deadline date, or if the Lot Owner refuses negotiations, the Board of Directors may initiate legal action in the name of the Association.

<<<< 0 >>>>

10/30/08  
Date

William L. or Wendy L. Anderson  
William L. or Wendy L. Anderson,  
Owners of Lot 02, The Farm, Replat 8

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )



The foregoing instrument was acknowledged before me, a Notary Public, by William Anderson.

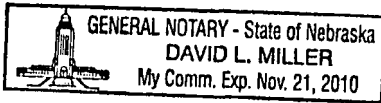
Nancy Anne Bock 12/30/08  
Notary Public

Oct 14, 2007  
Date

Carl A. Bartenhagen  
Evelyn D. Bartenhagen  
Carl A. or Evelyn D. Bartenhagen,  
Owners of Lot 24, The Farm

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me, a Notary Public, by CARL, EVELYN Bartenhagen.



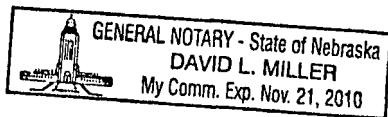
Michael F. or Peggy Benson  
Notary Public

10-29-07  
Date

Michael F. or Peggy Benson  
Michael F. or Peggy Benson,  
Owners of Lot 21, The Farm

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me, a Notary Public, by Michael F. Benson.



Michael F. or Peggy Benson  
Notary Public

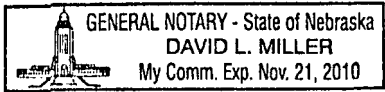


10-14-07  
Date

Mary Bolamperti  
Matthew P. or Mary J. Bolamperti,  
Owners of Lot 12, The Farm

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me, a Notary Public, by MARY J. Bolamperti.



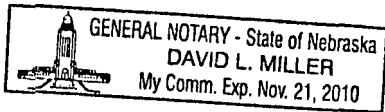
[Signature]  
Notary Public

10-29-07  
Date

[Signature]  
Gloria M. Bonella,  
Owner of Lot 23, The Farm

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me, a Notary Public, by Gloria M. Bonella.



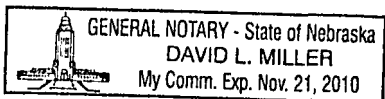
[Signature]  
Notary Public

10-14-07  
Date

[Signature]  
Mark T. or Gail Boschult,  
Owners of Lot 05, The Farm, Replat 6

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me, a Notary Public, by MARK T. Boschult.



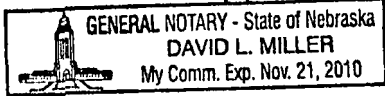
[Signature]  
Notary Public

12-24-08  
Date

Stephen D. Bell Pres  
~~Clifford L. or Avery D. Bouc~~, Charter West Nat'l Bank  
Owners of Lot 48, The Farm, Replat 2

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me, a Notary Public, by Stephen D. Bell ~~Bouc~~,  
President of Charter West Nat'l Bank



[Signature]  
Notary Public

\_\_\_\_\_  
Date

\_\_\_\_\_  
Edward F. or Patti A. Boyle,  
Owners of Lot 50, The Farm, Replat 2

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me, a Notary Public, by \_\_\_\_\_ Boyle.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Date

\_\_\_\_\_  
Brian C. or Cheryl Broderick,  
Owners of Lot 01, The Farm

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me, a Notary Public, by \_\_\_\_\_ Broderick.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Date

\_\_\_\_\_  
David A. or Robin Broekemeier,  
Owners of Lot 52, The Farm, Replat 2  
n/k/a Lot 2, The Farm, Replat 7

STATE OF NEBRASKA     )  
                                  ) ss.  
COUNTY OF DOUGLAS    )

The foregoing instrument was acknowledged before me, a Notary Public, by \_\_\_\_\_ Broekemeier.

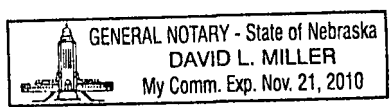
\_\_\_\_\_  
Notary Public

10/15/07  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Rex H. or Molly Brown,  
Owners of Lot 33, The Farm

STATE OF NEBRASKA     )  
                                  ) ss.  
COUNTY OF DOUGLAS    )

The foregoing instrument was acknowledged before me, a Notary Public, by Rex H. Brown.



\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Date

\_\_\_\_\_  
John B. or Margaret L. Bullock,  
Owners of Lot 27, The Farm

STATE OF NEBRASKA     )  
                                  ) ss.  
COUNTY OF DOUGLAS    )

The foregoing instrument was acknowledged before me, a Notary Public, by \_\_\_\_\_ Bullock.

\_\_\_\_\_  
Notary Public

10/14/07

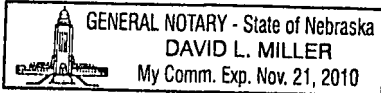
Date

*Linda K. Cavlovic*

Francis J. or Linda K. Cavlovic,  
Owners of Lot 32, The Farm

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me, a Notary Public, by LINDA K. Cavlovic.



*[Signature]*

Notary Public

Date

Patricia L. Dahmke,  
Owner of Lot 02, The Farm

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me, a Notary Public, by Patricia L. Dahmke.

Notary Public

10/29/07

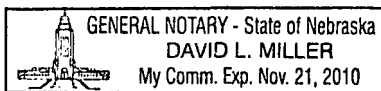
Date

*Thomas C. Denham*

Thomas C. or Janet R. Denham,  
Owners of Lot 04, The Farm, Replat 6

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me, a Notary Public, by Thomas C. Denham.



*[Signature]*

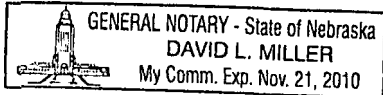
Notary Public

11/3/07  
Date

Larry & Janice  
Larry L. or Janice C. Dvorak,  
Owners of Lot 11, The Farm

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me, a Notary Public, by Larry L. Dvorak.



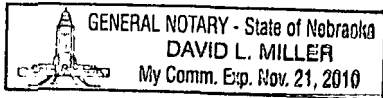
[Signature]  
Notary Public

10/15/07  
Date

Mary Kay Eggers  
Ronald L. or Mary Kay Eggers,  
Owners of Lot 26, The Farm

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me, a Notary Public, by MARY Kay Eggers.



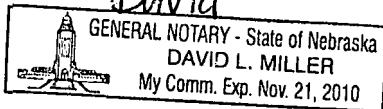
[Signature]  
Notary Public

11-17-07  
Date

[Signature]  
David Flor,  
Owner of Lot 43, The Farm, Replat 2

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me, a Notary Public, by John C. Flor.



[Signature]  
Notary Public

\_\_\_\_\_  
Date

\_\_\_\_\_  
John or Beverly Gant,  
Owners of Lot 01, The Farm, Replat 8

STATE OF NEBRASKA     )  
                                  ) ss.  
COUNTY OF DOUGLAS    )

The foregoing instrument was acknowledged before me, a Notary Public, by \_\_\_\_\_ Gant.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Date

\_\_\_\_\_  
Charles D. or Joan C. Hackett,  
Owners of Lots 35 and 36, The Farm

STATE OF NEBRASKA     )  
                                  ) ss.  
COUNTY OF DOUGLAS    )

The foregoing instrument was acknowledged before me, a Notary Public, by \_\_\_\_\_ Hackett.

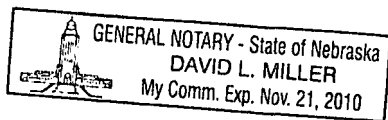
\_\_\_\_\_  
Notary Public

10-14-07  
Date

*Vincent J. Haman*  
\_\_\_\_\_  
Vincent J., Jr. or Sue Haman,  
Owners of Lot 41, The Farm, Replat 2

STATE OF NEBRASKA     )  
                                  ) ss.  
COUNTY OF DOUGLAS    )

The foregoing instrument was acknowledged before me, a Notary Public, by VINCENT J. Haman.



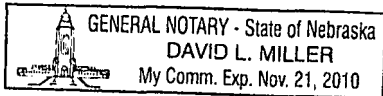
*[Signature]*  
\_\_\_\_\_  
Notary Public

10/15/07  
Date

Thomas E Harvey  
Thomas E. or Sallyann Harvey,  
Owners of Lot 34, The Farm.

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me, a Notary Public, by Thomas E. Harvey.



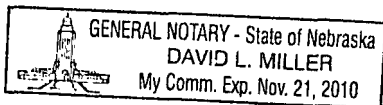
[Signature]  
Notary Public

10-15-07  
Date

Larry R. Loree J. Henkel  
Larry R. or Loree J. Henkel,  
Owners of Lot 01, The Farm, Replat 6

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me, a Notary Public, by Larry R. Henkel.



[Signature]  
Notary Public

\_\_\_\_\_  
Date

\_\_\_\_\_  
Michael D. Heywood,  
Owner of Lot 54, The Farm, Replat 2

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me, a Notary Public, by Michael D. Heywood.

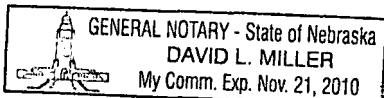
\_\_\_\_\_  
Notary Public

10/29/07  
Date

Nancy L. or Stein-Inge Hordvik  
Nancy L. or Stein-Inge Hordvik,  
Owners of Lot 13, The Farm

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me, a Notary Public, by Nancy L. Hordvik.



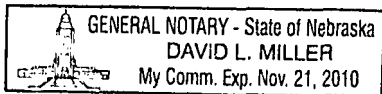
[Signature]  
Notary Public

10-14-07  
Date

Vern E. or Linda H. Hurt  
Vern E. or Linda H. Hurt,  
Owners of Lot 02, The Farm, Replat 6

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me, a Notary Public, by Vern E. Hurt.



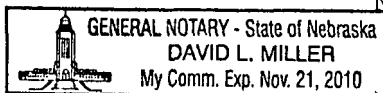
[Signature]  
Notary Public

\_\_\_\_\_  
Date

William R. or Mary Ann Jensen  
William R. or Mary Ann Jensen,  
Owners of Lot 28, The Farm

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me, a Notary Public, by William Jensen Jensen.



[Signature]  
Notary Public

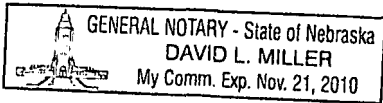


10/14/07  
Date

Ann V. Johnson  
Ken L. or Ann V. Johnson,  
Owners of Lot 03, The Farm, Replat 6

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me, a Notary Public, by Ann V. Johnson.



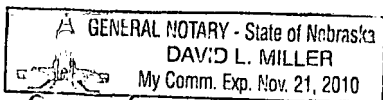
[Signature]  
Notary Public

Oct 14, 2007  
Date

Robert P. Johnston  
Robert P. or Patricia L. Johnston,  
Owners of Lot 14, The Farm

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me, a Notary Public, by Robert P. Johnston.



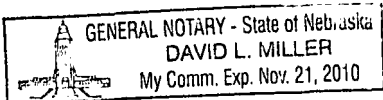
[Signature]  
Notary Public

10/29/2007  
Date

Donald R. Kaiser  
Donald R. or LuAnn E. Kaiser,  
Owners of Lot 31, The Farm

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me, a Notary Public, by Donald R. Kaiser.



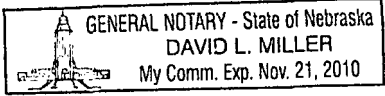
[Signature]  
Notary Public

10-29-2007  
Date

Gary A. Kay  
Gary A. or Debbie Kay,  
Owners of Lot 20, The Farm

STATE OF NEBRASKA     )  
                                  ) ss.  
COUNTY OF DOUGLAS    )

The foregoing instrument was acknowledged before me, a Notary Public, by GARY A. Kay.



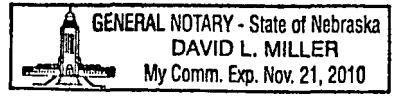
[Signature]  
Notary Public

1-2-08  
Date

Julie Kneifl  
Gregory C. or Julie Kneifl,  
Owners of Lot 02, The Farm, Replat 5

STATE OF NEBRASKA     )  
                                  ) ss.  
COUNTY OF DOUGLAS    )

The foregoing instrument was acknowledged before me, a Notary Public, by Julie Kneifl. Kneifl.



[Signature]  
Notary Public

\_\_\_\_\_  
Date

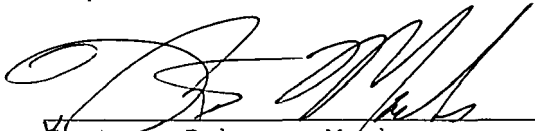
\_\_\_\_\_  
William K. or Kathryn H. Lake,  
Owners of Lot 22, The Farm

STATE OF NEBRASKA     )  
                                  ) ss.  
COUNTY OF DOUGLAS    )

The foregoing instrument was acknowledged before me, a Notary Public, by \_\_\_\_\_ Lake.

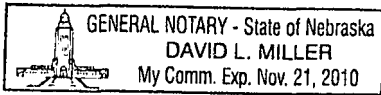
\_\_\_\_\_  
Notary Public

9/4/08  
Date

  
Kurt or Rebecca Maahs,  
Owners of Lot 47, The Farm, Replat 2

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me, a Notary Public, by Kurt Maahs Maahs.



  
Notary Public

Sept 4 2008  
Date


Michael G. or Theresa M. Manahan,  
Owners of Lot 19, The Farm

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me, a Notary Public, by \_\_\_\_\_ Manahan.

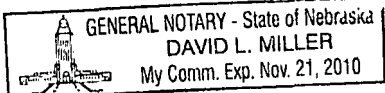
Notary Public

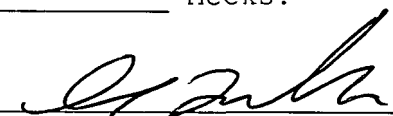
10/29/07  
Date

  
Michael E. or Karen E. Meeks,  
Owners of Lot 15, The Farm

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me, a Notary Public, by Michael E. Meeks.



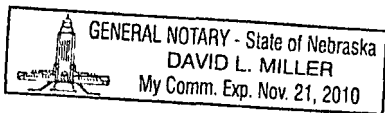
  
Notary Public

10-14-07  
Date

Angela J. Miller  
David L. or Angela J. Miller,  
Owners of Lot 51, The Farm, Replat 2  
n/k/a Lot 1, The Farm, Replat 7

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me, a Notary Public, by ~~DAVID L.~~ ANGELA J. Miller.



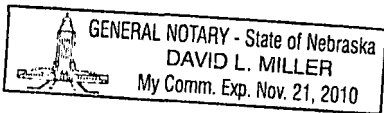
[Signature]  
Notary Public  
[Signature]

10-14-07  
Date

Todd B. or Shelley J. Morse,  
Owners of Lot 09, The Farm

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me, a Notary Public, by TODD B. Morse.



[Signature]  
Notary Public

10-14-07  
Date

Robert A. or Jenny Nebe,  
Owners of Lot 45, The Farm, Replat 2

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me, a Notary Public, by \_\_\_\_\_ Nebe.

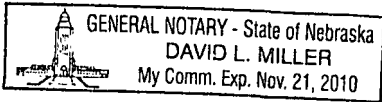
\_\_\_\_\_  
Notary Public

10-14-07  
Date

Donald R. Peers  
Donald R. or Jeanne A. Peers,  
Owners of Lot 18, The Farm

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me, a Notary Public, by DONALD R. Peers.



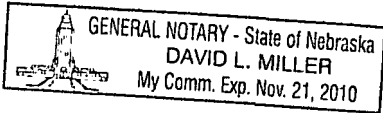
[Signature]  
Notary Public

10/29/07  
Date

[Signature]  
Gary A. or Carol J. Perkins,  
Owners of Lot 44, The Farm, Replat 2

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me, a Notary Public, by GARY A. Perkins.



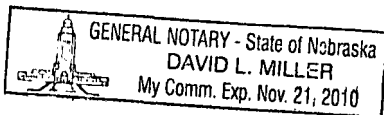
[Signature]  
Notary Public

10-14-07  
Date

[Signature]  
Stephen F. or Anona M. Pflanz,  
Owners of Lot 29, The Farm

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me, a Notary Public, by ANONA M. Pflanz.



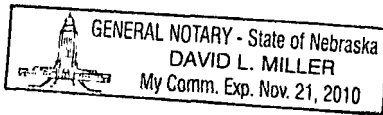
[Signature]  
Notary Public

10/29/07  
Date

C. Piennett  
C. Craig or M. B. Piennett,  
Owners of Lot 53, The Farm, Replat 2

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me, a Notary Public, by CRAIG Piennett.



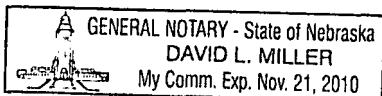
David L. Miller  
Notary Public

9-4-08  
Date

Wayne A. Fithian  
~~Joseph M. or Mary Pocius,~~  
Owners of Lot 42, The Farm, Replat 2  
**WAYNE A. OR SUSAN A FITHIAN**

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me, a Notary Public, by WAYNE A. FITHIAN Pocius.



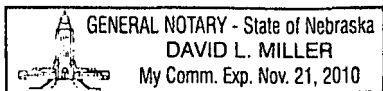
David L. Miller  
Notary Public

10-14-07  
Date

Michael D. Quint  
Michael D. or Lanette Quint,  
Owners of Lot 25, The Farm

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me, a Notary Public, by Michael D. Quint.



David L. Miller  
Notary Public

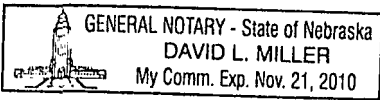
10/14/07  
Date

[Signature]  
Leroy Roberts,  
Owner of Lot 02, The Farm, Replat 4

LERoy Roberts TRUSTEE  
NOTARY Public

STATE OF NEBRASKA )  
                              ) ss.  
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me, a Notary Public, by Leroy Roberts.



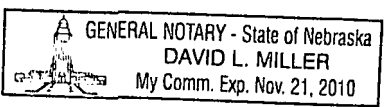
[Signature]  
Notary Public

10/14/07  
Date

[Signature]  
Thomas H. or Dianne Rosenquist,  
Owners of Lots 37, The Farm

STATE OF NEBRASKA )  
                              ) ss.  
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me, a Notary Public, by Thomas H. Rosenquist.



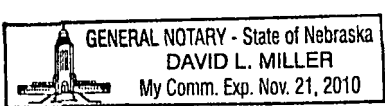
[Signature]  
Notary Public

11-01-07  
Date

[Signature]  
Vicky Shaver  
Thomas A. or Vicky L. Shaver,  
Owners of Lot 49, The Farm, Replat 2

STATE OF NEBRASKA )  
                              ) ss.  
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me, a Notary Public, by Vicky and Thomas Shaver.



[Signature]  
Notary Public

Date \_\_\_\_\_

Laurence F., Jr. or Patricia L. Sheldon,  
Owners of Lot 10, The Farm

STATE OF NEBRASKA     )  
  ) ss.  
COUNTY OF DOUGLAS    )

The foregoing instrument was acknowledged before me, a Notary Public, by \_\_\_\_\_ Sheldon.

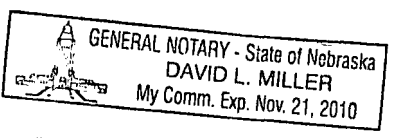
\_\_\_\_\_  
Notary Public

10/29/07  
Date

Esther M Sindelar  
Ronald G. or Esther M. Sindelar,  
Owners of Lot 55, The Farm, Replat 2

STATE OF NEBRASKA     )  
  ) ss.  
COUNTY OF DOUGLAS    )

The foregoing instrument was acknowledged before me, a Notary Public, by Esther Sindelar.



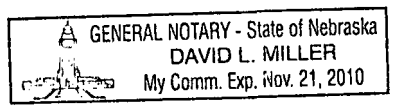
[Signature]  
Notary Public

10/14/07  
Date

Louise A. Speer  
Bradley K. or Louise A. Speer,  
Owners of Lot 01, The Farm, Replat 4

STATE OF NEBRASKA     )  
  ) ss.  
COUNTY OF DOUGLAS    )

The foregoing instrument was acknowledged before me, a Notary Public, by BRADLEY K. Speer + LOUISE A. SPEER Speer.



[Signature]  
Notary Public



10/29/07

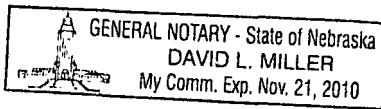
*[Handwritten Signature]*

Date

James R. or Darlene Staheli,  
Owners of Lot 30, The Farm

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me, a Notary Public, by JAMES R. Staheli.



*[Handwritten Signature]*

Notary Public

10-29-07

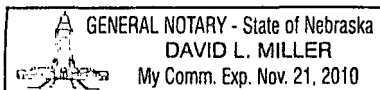
Date

*[Handwritten Signature]*

Susan M. Streck,  
Owner of Lot 17, The Farm

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me, a Notary Public, by Susan M. Streck.



*[Handwritten Signature]*

Notary Public

Date

Lorill E. Washburn,  
Owner of Lot 56, The Farm, Replat 2

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me, a Notary Public, by Lorill E. Washburn.

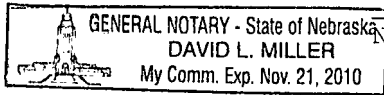
Notary Public

3/29/10  
Date

Edward J. Weber  
Edward J. or Linda M. Weber,  
Owners of Lot 57, The Farm, Replat 2

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me, a Notary Public, by Edward Weber.



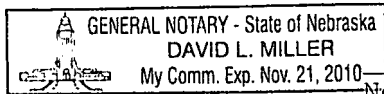
[Signature]  
Notary Public

\_\_\_\_\_  
Date

Albert J. Wees  
Albert J. or Sharon Wees,  
Owners of Lot 46, The Farm, Replat 2

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me, a Notary Public, by Albert J. Wees.



[Signature]  
Notary Public

\_\_\_\_\_  
Date

Joseph G. or Lori Wingerter,  
Owners of Lot 16, The Farm

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me, a Notary Public, by \_\_\_\_\_ Wingerter.

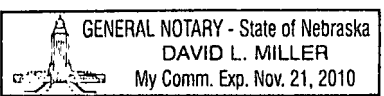
\_\_\_\_\_  
Notary Public

Date 1/20/08

Pamela J. Wood  
Jack R. or Pamela J. Wood,  
Owners of Lot 01, The Farm, Replat 5

STATE OF NEBRASKA     )  
  ) ss.  
COUNTY OF DOUGLAS    )

The foregoing instrument was acknowledged before me, a Notary Public, by Pamela Wood.



David L. Miller  
Notary Public

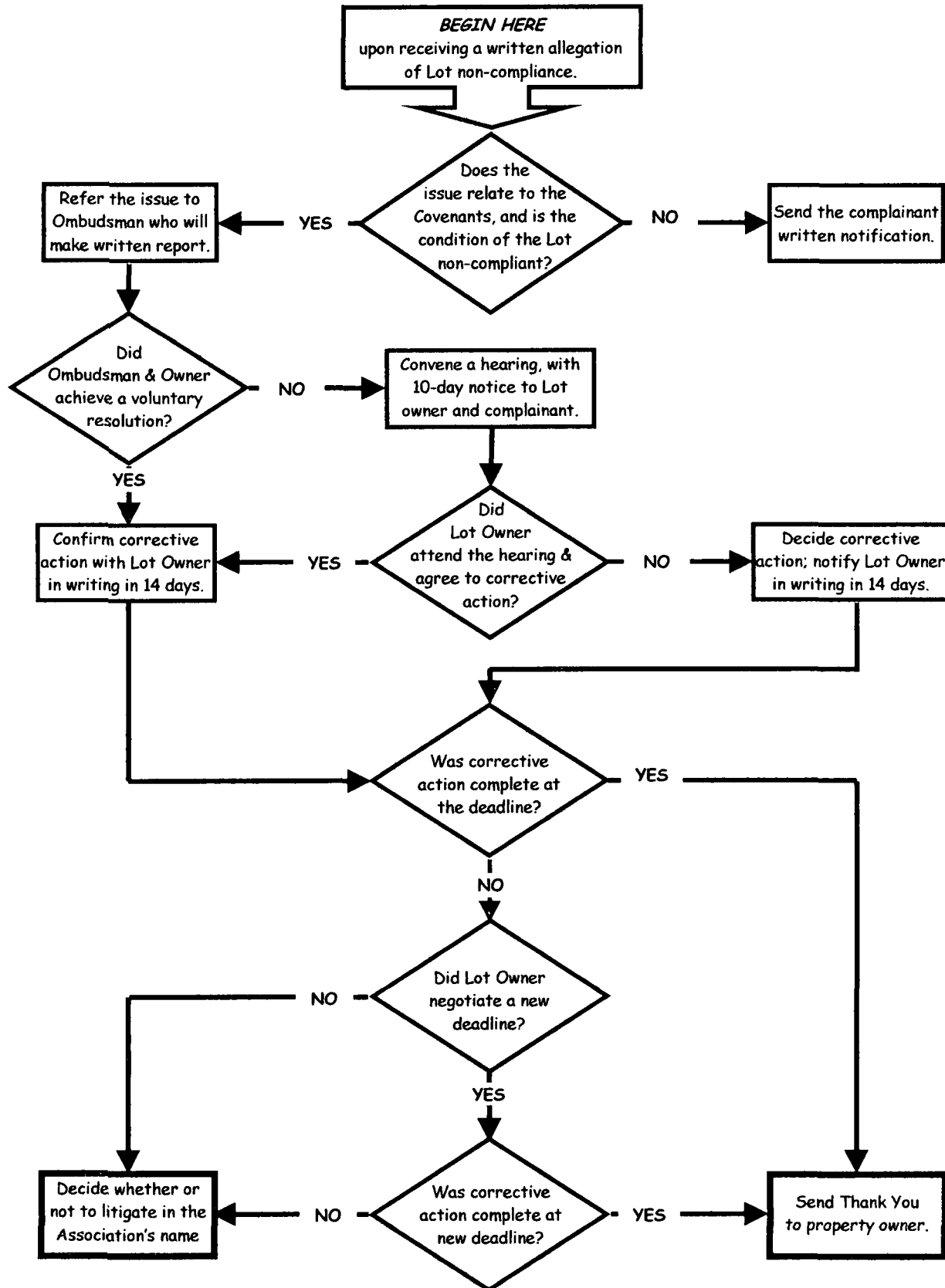
## DESCRIPTION OF THE FARM SUBDIVISION

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         |
| The Farm Replat VII  | 1997        | 676         |
| The Farm Replat VIII | 1386        | 49          |

## DECISION TREE: NON-COMPLIANCE NOTIFICATION AND DECISION PROCESS

This process is intended as an option for use only after a homeowner's advice to another homeowner that his property is, or may be, non-compliant with provisions of the Protective Covenants has failed to cause the owner to correct such deficiency.



**LEGAL DESCRIPTION**

Lot 01, Lot 02, Lot 09, Lot 10, Lot 11, Lot 12, Lot 13, Lot 14, Lot 15, Lot 16, Lot 17, Lot 18, Lot 19, Lot 20, Lot 21, Lot 22, Lot 23, Lot 24, Lot 25, Lot 26, Lot 27, Lot 28, Lot 29, Lot 30, Lot 31, Lot 32, Lot 33, Lot 34, Lot 35, Lot 36, and Lot 37, The Farm, a subdivision, as surveyed, platted, and recorded in Douglas County, Nebraska;

OC-11910

and

Lot 41, Lot 42, Lot 43, Lot 44, Lot 45, Lot 46, Lot 47, Lot 48, Lot 49, Lot 50, ~~Lot 51, Lot 52~~, Lot 53, Lot 54, Lot 55, Lot 56, and Lot 57, Replat 2, The Farm, a subdivision, as surveyed, platted, and recorded in Douglas County, Nebraska;

OC-11917

and

Lot 01 and Lot 02, Replat 4, The Farm, a subdivision, as surveyed, platted, and recorded in Douglas County, Nebraska;

OC-11919

and

Lot 01 and Lot 02, Replat 5, The Farm, a subdivision, as surveyed, platted, and recorded in Douglas County, Nebraska;

OC-11916

and

Lot 01, Lot 02, Lot 03, Lot 04, and Lot 05, Replat 6, The Farm, a subdivision, as surveyed, platted, and recorded in Douglas County, Nebraska;

OC-11913

and

Lot 01 and Lot 02 of the Farm, Replat 8, The Farm, a subdivision, as surveyed, platted, and recorded in Douglas County, Nebraska.

OC-11912

Lot 01 and Lot 02 of the Farm, Replat 7

OC-11914