



BK 0905 PG 151



MISC 1989 19108

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FIFTH AMENDMENT TO PROTECTIVE COVENANTS

WHEREAS, The Farm, Ltd., a Nebraska limited partnership, originated the development of a subdivision known as "The Farm", which subdivision is located in Douglas County, Nebraska; and,

WHEREAS, certain covenants, conditions, restrictions and easements (herein "Covenants " or "Protective Covenants") were prepared and adopted in conjunction with the development of said subdivision, which Protective Covenants are recorded at Book 590, Page 388 in the office of the Register of Deeds of Douglas County, Nebraska; and,

WHEREAS, paragraph 6(b) of said Covenants provides in part that no residential lot shall be utilized as a building site if such lot has been reduced to an area less than its originally platted size; and,

WHEREAS, the development of said subdivision has included the replatting of certain lots within said subdivision to permit the construction of residential structures upon lots which have been reduced an area less than their originally platted size; and,

WHEREAS, said Covenants have been amended to permit such replattings and the construction of residential structures upon lots which have been reduced an area less than their originally platted size; and,

WHEREAS, the undersigned, being the owners of more than 75% of the lots in the subdivisions known as The Farm, The Farm Replat I, The Farm Replat II, The Farm Replat III, The Farm Replat IV and The Farm Replat V, pursuant to paragraph 3 of the original Protective Covenants, desire to amend said Covenants, as amended, in the following respects only:

1. Paragraph 6(b) of the original Protective Covenants is hereby amended to permit the utilization of lots 1 through 5, The Farm Replat VI, inclusive, as building sites for residential structures provided that each of said five lots to be included in The Farm, Replat VI shall include an area of not less than one acre and shall be platted as designated and described in the plat attached hereto, marked Exhibit "A", and by this reference made a part hereof.

2. Paragraph 6(c) of said original Covenants is hereby amended to provide that each dwelling to be constructed upon any lot located within The Farm, Replat VI, shall contain a fully enclosed

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GEORGE J. BUGLEWICZ
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

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first floor area of not less than 2,100 square feet, excluding open porches, garages and breezeways, if such dwelling is a one-story structure, and a two-story dwelling shall include a fully enclosed first-floor area of not less than 1,500 square feet, excluding open porches, garages and breezeways.

3. Paragraph 6(d) of said original Covenants is hereby amended to provide that each dwelling to be constructed upon a lot located within The Farm, Replat VI shall include three enclosed garages which are an integral part of said dwelling, each of which garages shall include an area sufficient to park or store one "full size" automobile.

4. No horses shall be kept or stabled on any lot located within The Farm, Replat VI. No more than two pets of the customary household variety (including birds) may be kept on any lot located within The Farm, Replat VI. The provisions hereof shall not be construed to permit the keeping of domestic fowl or farm animals upon any such lot.

4. No trucks, recreational vehicles, boats or commercial-type vehicles shall be stored or parked upon any lot located within The Farm, Replat VI, unless the same is parked or stored in a closed garage or unless the same is stored or parked at a location upon such lot which location is not visible from any street which abuts any of the lots located within The Farm, Replat VI. No such vehicle, recreational vehicle or boat shall be stored or parked on any residential street within the entire subdivision generally described as "The Farm" unless a vehicle is engaged in transporting to or from a residence in said subdivision.

5. No outbuilding, garage, shed, tent, trailer or temporary building shall be constructed upon any lot located within The Farm, Replat VI unless and until there has occurred compliance with paragraph 5 of the original Protective Covenants.

The covenants, conditions, reservations and restrictions contained herein, together with the covenants, conditions, reservations and restrictions contained in the original

Protective Covenants, as amended, shall run with the land and shall be binding upon the owner of any lot within The Farm, Replat VI, and upon any person claiming under or through such owner, until January 1, 2009. In the event that any covenant, condition, reservation or restriction contained herein is more restrictive or is in conflict with any covenant, condition, reservation or restriction contained in the original Protective Covenants, as amended, the covenant, condition, reservation or restriction contained herein shall govern and control.

Except as otherwise provided herein, the undersigned hereby confirm and ratify all of the terms and provisions of the original Protective Covenants relating to The Farm subdivision, including any replatted lots originally located within said subdivision, and said Covenants shall remain in full force and effect.

DATED this _____ day of _____, 1989.

Donna McNeil
Lot 1, The Farm

Fred H. H. H.
Lot 2, The Farm

Lot 3, The Farm

Lot 4, The Farm

Lot 5, The Farm

AMERICAN BUSINESS COMPANY
Lot 6, The Farm

AMERICAN BUSINESS COMPANY
Lot 7, The Farm

AMERICAN BUSINESS CONFERENCE
Lot 8, The Farm

John G. Lynch
Lot 9, The Farm

Lynette Lott
Lot 10, The Farm

David Schmitt
Lot 11, The Farm

Lot 12, The Farm

Lot 13, The Farm

Robert P. Winston
Lot 14, The Farm

Michael E. Wecker
Lot 15, The Farm

Lot 16, The Farm

Cindy Karasek
Lot 17, The Farm

James R McCallum
Lot 18, The Farm

Lot 19, The Farm

Sharon D Pendergast
Lot 20, The Farm

Peggy D. Benson
Lot 21, The Farm

Kathryn H. Lake
Lot 22, The Farm

Fang K Miller
Lot 23, The Farm

Lot 24, The Farm

Deon Hilliard CPA by my power
Lot 25, The Farm

Lot 26, The Farm

Barry Henkel
Lot 27, The Farm

Jan Arick
Lot 28, The Farm

Stephen T. Young
Lot 29, The Farm

Mary Jo Stone
Lot 30, The Farm

Lot 31, The Farm

J. Carbonic
Lot 32, The Farm

Loretta Maurer
Lot 33, The Farm

Margann Hawes
Lot 34, The Farm

Joan Hackett
Lot 35, The Farm

Joan Hackett
Lot 36, The Farm

Larry D. Denton
Lot 37, The Farm

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

J. V. Mendier
Lot 42, The Farm, Replat II

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

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

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

Sharon H. Jones
Lot 46, The Farm, Replat II

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

DEEN HOLDING CORP BY J. M. May
Lot 48, The Farm, Replat II

Boyd M. Gouche
Lot 49, The Farm, Replat II

A. J. Jones
Lot 50, The Farm, Replat II

Cathy Casiro

Lot 51, The Farm, Replat II

DEAN HILTON CONA BY [Signature]

Lot 52, The Farm, Replat II

Lot 53, The Farm, Replat II

[Signature]

Lot 54, The Farm, Replat II

DEAN HILTON CONA BY [Signature]

Lot 55, The Farm, Replat II

DEAN HILTON CONA BY [Signature]

Lot 56, The Farm, Replat II

Lot 57, The Farm, Replat II

[Signature]

Lot 1, The Farm, Replat IV

Judy Summer

Lot 2, The Farm, Replat IV

Lot 1, The Farm, Replat V

Lot 2, The Farm, Replat V

DEER HOLLOW CONA BY MY KERN
Outlot 1, The Farm

DEER HOLLOW CONA BY MY KERN
Outlot 2, The Farm

DEER HOLLOW CONA BY MY KERN
Outlot 3, The Farm

DEER HOLLOW CONA BY MY KERN
Outlot 4, The Farm

