

FILED SARPY CO. NE.
INSTRUMENT NUMBER
0006-35094
2006 OCT 11 A 11:16
Lloyd J. Dowding
REGISTER OF DEEDS

COUNTER W C.E. D
VERIFY th D.E. P
PROOF _____
FEES \$ 121.50
CHECK # 2103
CHG _____ CASH _____
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SHORT _____ NCR _____



**THIS PAGE ADDED
FOR RECORDING
INFORMATION.**

**DOCUMENT STARTS ON
NEXT PAGE.**

LLOYD J. DOWDING
SARPY COUNTY REGISTER OF DEEDS
1210 GOLDEN GATE DRIVE, STE 1109
PAPILLION, NE 68046-2895
402-593-5773

*Rec
John
Harkin*

*return:
Chris (Connors)*

A

Little Prairie Subdivision

Conservation Easement

This Conservation Easement (hereinafter "Easement") is applicable to all areas designated as a Conservation Easement in the Little Prairie subdivision Plat Map. It is dedicated to the Little Prairie Homeowners Association (the "Holder") who shall have full rights to enforce the terms and conditions of the Easement which are described below. The John F. Larkin II Revocable Trust dated February 24, 2003 and the Sherri L. Larkin Revocable Trust, as tenants in common, are hereinafter referred to as the "Grantor" of said Easement.

(1) **Introductory Statement.** This easement is given pursuant to and in accordance with Neb. Rev. Stat. §§76-2,111 to 76-2,118 (2003), the "Conservation and Preservation Easements Act". The Holder is a charitable, non-profit corporation organized under the laws of the State of Nebraska whose purposes include retaining and protecting the natural, scenic or open condition of real property and as such is qualified and has the authority to hold an Easement pursuant to the Conservation and Preservation Easements Act. The primary purpose of the Easement is to maintain the Easement ground as open space, providing scenic value and/or wildlife habitat to the Little Prairie subdivision. The Easement land shall be available for use as agricultural, forestry, scenic, recreational or open space use, protecting and enhancing the rural landscape, wildlife habitat, air quality and water quality of the area.

(2) **Easement Area Description.** The John F. Larkin II Revocable Trust dated February 24, 2003 and the Sherri L. Larkin Revocable Trust, as tenants in common, are the owners in fee simple of certain real property known as the Little Prairie Subdivision, hereinafter referred to as the "Protected Property", which has scenic beauty, wildlife habitat, prairie, grasslands, and woodlands as a natural area, which has not been subject to development. The Protected Property is subject to the Easement hereby granted. The Easement is located on the Little Prairie Subdivision, which is legally described as lots 1 thru 11, inclusive, and outlot "A" and outlot "B", of the NE 1/4 of Section 7, T12N, R11E of the 6th P.M, Sarpy County, Nebraska. A copy of the approved final plat of lots 1-11 is attached as Exhibit "A". A copy of outlot "A" and outlot "B" are attached as Exhibit "B".

(3) **Granting Clause.** Grantor hereby gives, grants and conveys unto the Holder an Easement, and to the Holder's successors and assigns provided that this Easement may be assigned or transferred by Holder to any governmental body or charitable organization or trust authorized to hold such easement pursuant to the Conservation and Preservation Easement Act and which is capable of carrying out the specific purpose for which the easement is granted. Grantor, for itself, its successors and assigns hereby grants to Holder an estate and interest in the Protected Property of the nature and extent hereinafter described and covenants on behalf of itself, its successors, and assigns (said covenants, estates and interests to run with the land) with Holder and its successors and assigns, to do and refrain from doing, severally and collectively upon the Protected Property, the various acts hereinafter specified; it being agreed that such covenants, estates and interest are and will be for the benefit of Holder and its successors and assigns, to preserve the native prairie adjoining real estate to natural condition for its scenic

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beauty and for wildlife habitat, grasslands and woodlands or otherwise conserve for the benefit of the public the natural beauty of the estate. The aforementioned covenants and restrictions are hereby attached as Exhibit "C" and incorporated herein by reference. These covenants and restrictions specify accepted and prohibited uses of said Easement.

(4) **Holder Acceptance.** Holder signifies by the execution hereof the acceptance of the Easement in the Protected Property, as provided for in the Conservation and Preservation Easements Act. The acceptance by Holder is conditioned upon the approval of the Easement by the Sarpy County Board of Commissioners, which is the appropriate governing body with jurisdiction over the Protected Property as provided for in the Conservation and Preservation Easements Act. A copy of such approval is attached hereto as Exhibit "D" and incorporated herein by this reference, as such approval has been granted. In addition, prior to said approval by the County Board, the Sarpy County Planning Commission reviewed the Easement and gave comments on the Easement and its compliance with the Comprehensive Development Plan, and said comments are attached hereto as Exhibit "E".

(5) **Justification for Conservation Easement.** Grantor and Holder recognize the natural, ecological, scientific, educational, scenic, aesthetic and special character of the region in which the Protected Property is located, and have the common purpose of conserving the natural values of the Protected Property by the conveyance to Holder of this Easement on, over and across the Protected Property which shall conserve and protect the scenic beauty, wildlife habitat, prairie, woodlands, grasslands or otherwise conserve for the benefit of the public the natural beauty, natural resources, and prevent the use or development of the Protected Property for any purpose or in any scenic and open condition for both this generation and future generations.

(6) **Condition of the Protected Property at Time of Grant.** The scenic beauty, wildlife habitat, prairie, woodlands, grasslands, natural beauty, and natural resources without limiting the generality of the terms, is defined to mean the condition of the Protected Property at the time of this grant. Holder agrees to make available upon reasonable request of Grantor, its successors, and assigns any documents, which it may have now, or in the future, evidencing the condition of the Protected Property.

(7) **Limitations.** No new buildings (except those described in (8) below) may be constructed upon Easement land except structures necessary for utilities and existing buildings within the Little Prairie subdivision. Fencing may not impede access to or through the easement for wildlife. The use of native prairie and wildflower plantings, together with trees listed in the Lower Elkhorn NRD Conservation Tree Program annually is strongly encouraged. No lawn grasses other than native prairie may be planted in the Easement.

(8) **Special Purposes.** A miniature railroad may be constructed upon Easements designated as Outlots or with the prior written permission of the owner(s) of lots upon which an Easement is located. Included with the railroad may be assorted railroad related structures intended to convey the ambiance of a working railroad, including, but not limited to, water tanks, stations, enginehouses, caboose(s), passenger cars, and parking and service facilities adequate to allow automobiles and school or charter buses to reach the railroad for purposes of education and recreation.

(9) **Utility Use.** Notwithstanding the purpose and limitations described above in (1) and (2), an entity having the power of eminent domain, may, through agreement with the owner(s) of

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the property upon which an Easement is located and the Holder acquire an easement over the land for the purpose of providing utility service.

(10) **Roadway Use.** The Easement may be located such that if it is necessary to cross the Easement with a road because it is not practical, economical or would create excess roadway length in non-Easement areas, the Easement may be crossed by a road having a permeable surface such as rock fill. No such road crossing shall materially impact water flow or drainage in a matter that will create or enhance erosion or increase drainage onto an adjacent property.

(11) **Condemnation for Public Use.** If property subject to the Easement is condemned for public use, that part of the Easement which conflicts with the condemnation shall terminate as of the time of the condemnation.

(12) **Release or Transfer.** In the event the Holder shall cease to exist or function, the Easement shall be, at the election of the owner(s) of each lot(s) within the Little Prairie subdivision upon which an Easement is located, and subject to the approval of the transfer by the Sarpy County Board of Commissioners, transfer the Easement to a state, state agency, political subdivision other than the state, or other non-profit organization or trust whose purposes include retaining, preserving or enhancing the natural, scenic or open condition of real property, assuring its availability for agricultural, horticultural, forest, recreational, wildlife habitat, or open space use or protecting air quality, water quality or other natural resources. This Easement may be released by the Holder, upon the approval of the governing body which approved the easement, and a finding by such body that the easement no longer substantially achieves the conservation or preservation purpose for which it was created, in accordance with the Conservation and Preservation Easements Act, or as authorized by any other provision of the law in effect at the time such release is sought.

(13) **Private Use.** The Easement does not confer a right for public access to any property upon which an Easement is located, including the land within the Easement. Because the Easements are often interconnected with those on adjacent lots, no transfer or release of an Easement may be made that provides for public access to an Easement since such access, if granted, could disturb or disrupt adjacent properties.

(14) **Severability.** If any provision of this Easement or the application thereof to any person or circumstances is found to be invalid, the remainder of the provisions of the Easement and the application of such provisions to persons or circumstances other than those to which it is found to be invalid shall not be affected thereby.

D

Executed this 11th day of OCTOBER, 2006.

Sherril L. Larkin

Sherril L. Larkin, Trustee for the
Sherril L. Larkin Revocable Trust Dated 24 Feb 2003

John F. Larkin II

John F. Larkin, II, Trustee for the
John F. Larkin II Revocable Trust Dated 24 Feb 2003

State of Nebraska)
) ss.
County of Sarpy)

On this 11th day of October, 2006, before me a Notary Public in and for said county and state, personally came before me John Larkin and Sherril Larkin, trustees of the John Larkin Revocable II Trust and the Sherril Larkin Revocable Trust, respectively, to me personally known to be the identical person whose name is affixed to the above Easement and acknowledge the execution of the same to be his/her voluntary act and deed.

WITNESS my hand and Notarial Seal the day and year last above written.



Christine Anne Vance
Notary Public

My Commission Expires: May 2, 2010

ACCEPTANCE

The above Easement is hereby accepted by the Little Prairie Homeowner's Association on this 11th day of OCTOBER, 2006.

Little Prairie Homeowner's Association, Inc.

By: John F. Larkin II
Officer or Representative of Little Prairie Homeowner's Association, Inc.

E

State of Nebraska)
) ss.
County of Sarpy)

On this 11th day of October, 2006, before me a Notary Public in and for said county and state, personally came before me an official officer or Representative of Little Prairie Homeowner's Association, Inc, to me personally known to be the identical person whose name is affixed to the above Easement and acknowledge the execution of the same to be his/her voluntary act and deed.

WITNESS my hand and Notarial Seal the day and year last above written.



Christine Anne Vance
Notary Public

My Commission Expires: May 2, 2010

APPROVAL OF CONSERVATION EASEMENT

The Sarpy County Board of Commissioners, which is the appropriate governing body with jurisdiction over the property referred to in the Easement approved this conservation easement by Resolution No. 2006-298, a copy of which is attached hereto as Exhibit "D" and incorporated herein by this reference.

A

LITTLE PRAIRIE

LOTS 1 THRU 11, INCLUSIVE

CONSERVATION EASEMENT (SEE RECORDED INSTRUMENT)

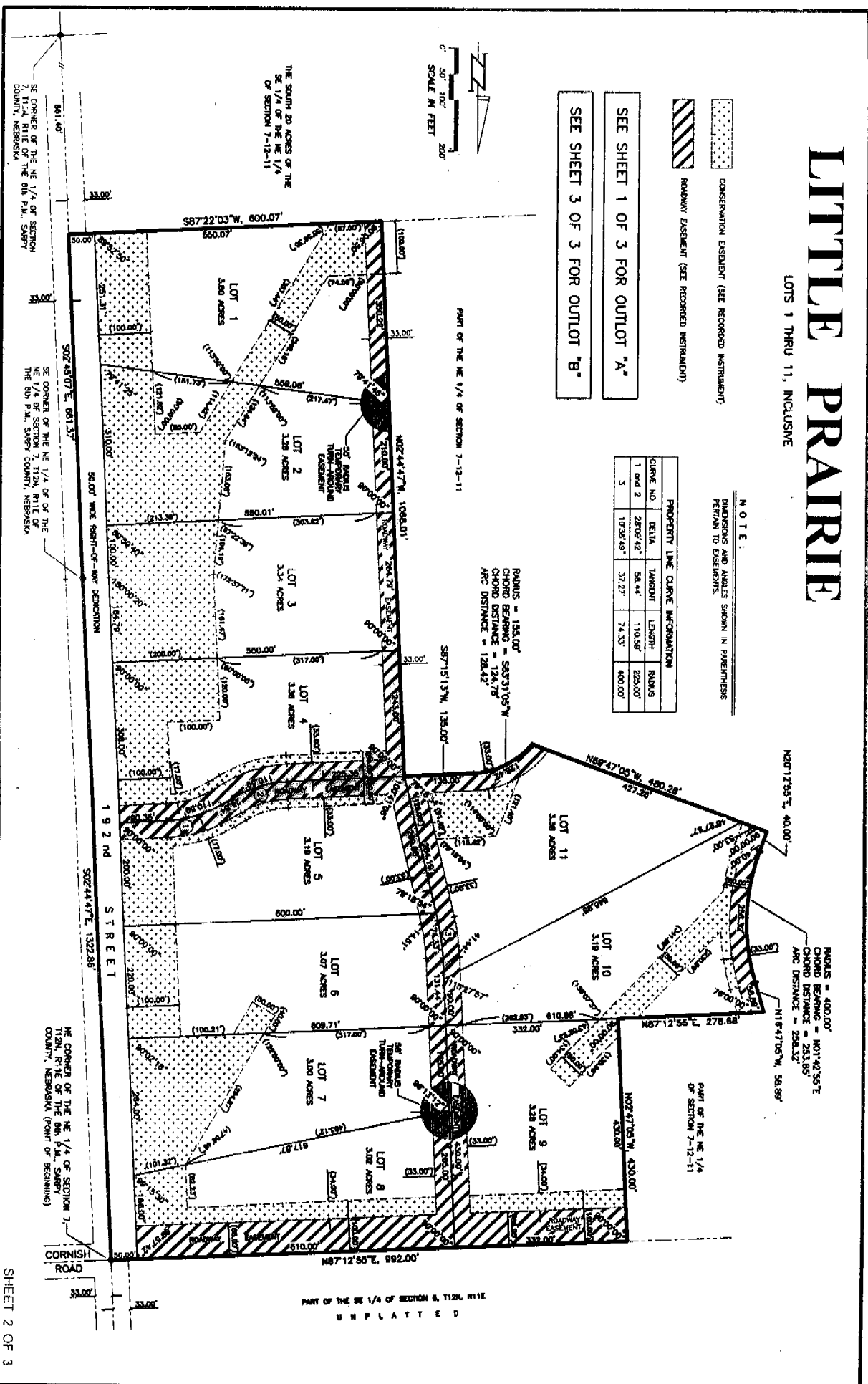
ROADWAY EASEMENT (SEE RECORDED INSTRUMENT)

SEE SHEET 1 OF 3 FOR OUTLOT "A"

SEE SHEET 3 OF 3 FOR OUTLOT "B"

NOTE:
DIMENSIONS AND ANGLES SHOWN IN PARENTHESES
PERTAIN TO EASEMENTS

CURVE NO.	DELTA	TANGENT	LENGTH	RADIUS
1 and 2	2809.42°	58.44'	110.88'	225.00'
3	1028.48°	37.27'	74.53'	80.00'



SE CORNER OF THE NE 1/4 OF SECTION 7, T12N, R11E OF THE 6th P.M. SURVEY
COUNTY, NEBRASKA.

SE CORNER OF THE NE 1/4 OF SECTION 7, T12N, R11E OF THE 6th P.M. SURVEY
COUNTY, NEBRASKA.

NE CORNER OF THE NE 1/4 OF SECTION 7,
T12N, R11E OF THE 6th P.M. SURVEY
COUNTY, NEBRASKA (POINT OF BEGINNING)

PART OF THE SE 1/4 OF SECTION 8, T12N, R11E
UNPLATTED

SHEET 2 OF 3

415-101
ANTHONY & DAVIS

TD THOMPSON, DRESSSEN & DORNER, INC.
Consulting Engineers & Land Surveyors
10036 OLD MILL ROAD OMAHA, NEBRASKA 68154
TEL: (402)530-8880 FAX: (402)530-5888
EMAIL: TDMAIL@TD2CO.COM WEB: WWW.TD2CO.COM

LITTLE PRAIRIE

FINAL PLAT

SCALE:	1" = 100'
DATE:	MAY 1, 2006
DRAWN BY:	RJR
CHECKED BY:	JDW
REVISION:	09/27/2006

A

G

EXHIBIT B

Outlot A and Outlot B

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LITTLE PRAIRIE

OUTLOT 'B'

SEE SHEET 1 OF 3 FOR OUTLOT 'A'

SEE SHEET 2 OF 3 FOR LOTS 1 THRU 11

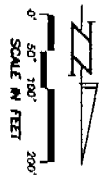
CONSERVATION EASEMENT (SEE RECORDED INSTRUMENT)

ROADWAY EASEMENT (SEE RECORDED INSTRUMENT)

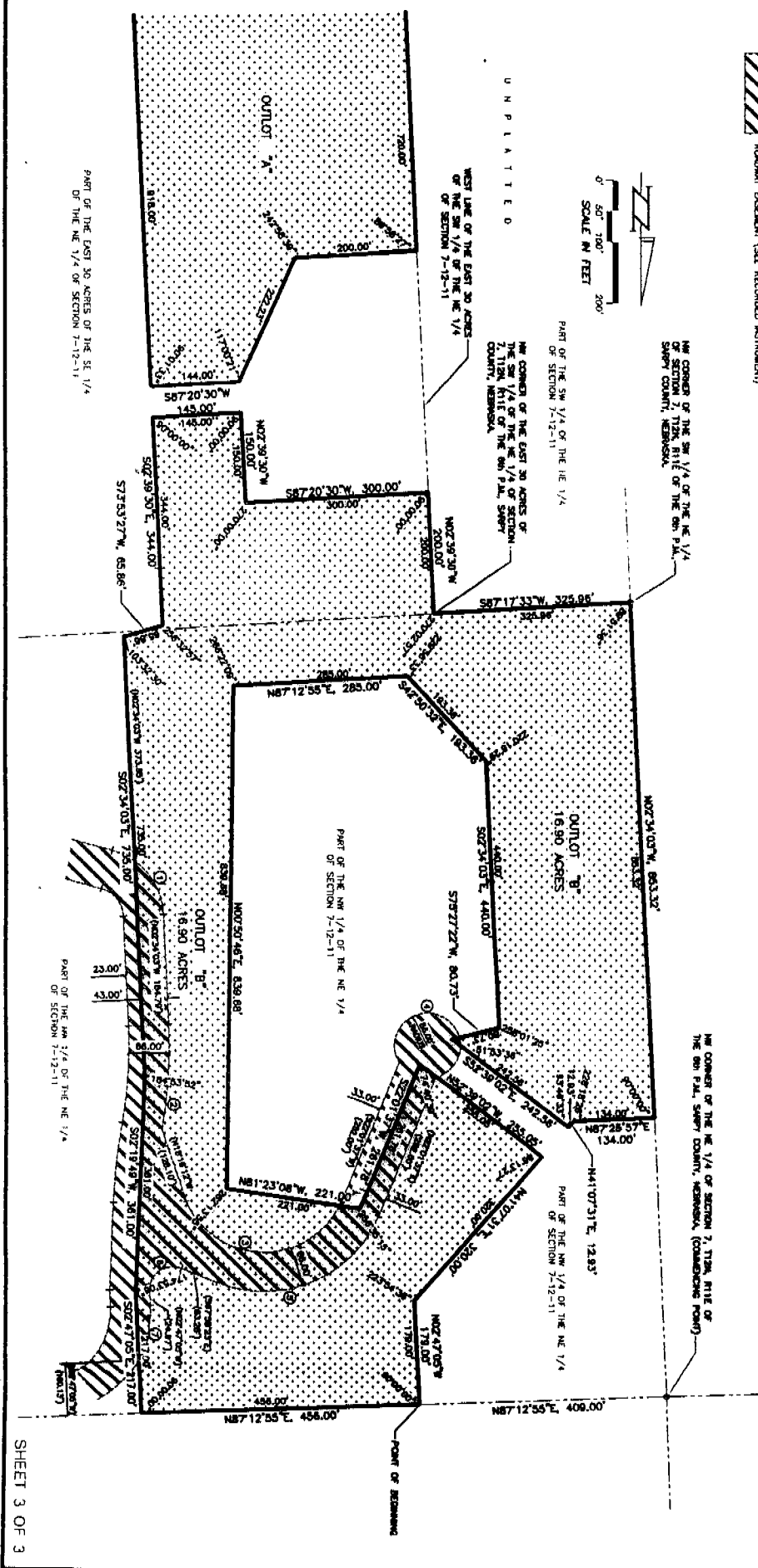
EASEMENT CURVE INFORMATION

①	MADE-115.67'	CHORD DISTANCE-487.0477'	ARC DISTANCE-162.12'	②	MADE-137.02'	CHORD DISTANCE-487.0477'	ARC DISTANCE-162.12'
③	MADE-88.44'	CHORD DISTANCE-487.0477'	ARC DISTANCE-162.12'	④	MADE-127.02'	CHORD DISTANCE-487.0477'	ARC DISTANCE-162.12'
⑤	MADE-127.02'	CHORD DISTANCE-487.0477'	ARC DISTANCE-162.12'	⑥	MADE-137.02'	CHORD DISTANCE-487.0477'	ARC DISTANCE-162.12'
⑦	MADE-115.67'	CHORD DISTANCE-487.0477'	ARC DISTANCE-162.12'	⑧	MADE-88.44'	CHORD DISTANCE-487.0477'	ARC DISTANCE-162.12'

NOTE:
DIMENSIONS AND BEARINGS IN PARAGRAPHS PERTAIN TO EASEMENTS.



UNPLATTED



SHEET 3 OF 3

TD² THOMPSON, DREESSEN & DORNER, INC.
 Consulting Engineers & Land Surveyors
 10936 OLD MILL ROAD OMAHA, NEBRASKA 68154
 TEL: (402)592-8880 FAX: (402)592-8888
 EMAIL: TDMAIL@TD2CO.COM WEB: WWW.TD2CO.COM

LITTLE PRAIRIE

FINAL PLAT

SCALE:	1" = 100'
DATE:	SEPT. 27, 2006
DRAWN BY:	RJM
CHECKED BY:	JCW
REVISION:	

7

EXHIBIT C
LITTLE PRAIRIE SUB DIVISION
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

RECORDER NOTE
Involved against LRS-11
& CLA & B only platbed
lots in Little Prairie
10.11.06

This declaration made this 15th day of August, 2006 by John F. Larkin II, Trustee of the John F. Larkin II Revocable Trust Dated 24 Feb 2003, and Sherri L. Larkin, Trustee of the Sherri L. Larkin Revocable Trust Dated 24 Feb 2003, as tenants in common, hereinafter referred to as "Declarant" shall apply to the real property legally described on Exhibit "A" attached hereto and by reference incorporated herein, which real property is located in Sarpy County, Nebraska.

WHEREAS, Declarant is the owner of Lots 1 through 22, hereinafter known as "the Lots" in the development known as "Little Prairie" and desires to sell lots thereof with certain restrictions.

WHEREAS, Declarant desires to subject the above named Lots to these covenants, conditions and restrictions in order to enhance and preserve the orderly development of the property.

NOW THEREFORE, Declarant declares that the real property described in Exhibit "A" attached hereto is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions and restrictions set forth below:

ARTICLE 1
RESTRICTIVE COVENANTS

The following restrictions are hereby imposed upon all of the Lots, or any part thereof, described in Exhibit "A" for the mutual benefit of the owner and future owners of the said real estate, and may be enforced by any current or future owner of any lot within the Little Prairie subdivision.

A. The Lots shall be used only for single-family residential purposes, except those properties or portions thereof which shall be conveyed or dedicated for public use by the Declarant or his assigns or successors-in-interest. The existing buildings and structures on Lot 5 and all structures and buildings on Lots 19-22 are exempted from these covenants. Not more than one permanent residence shall be constructed on each Lot.

B. No obnoxious or offensive trade or activity, in the opinion of Declarant, shall be conducted on any property, nor shall any nuisance or annoyance be permitted thereon. No signs of any type referring to a commercial business or activity shall be placed upon the property. Commercial kennels or stables are strictly prohibited.

C. The owner of each property shall be responsible for the maintenance and upkeep of the property prior to or after completion of the building(s) on the property. The owner of each property shall control noxious weeds on the property and maintain proper ground cover to prevent erosion. No alteration to existing waterways shall be made that will impede or restrict the flow of water through the

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property. Storm water runoff must be dispersed, to the degree possible, on the property.

D. No trailer, basement, tent, shack, garage, barn, shed or other out-building erected on said property shall at any time be used as a residence temporarily or permanently, nor shall any structure of temporary character be used as a residence; and, prior to occupying any building as a residence, the entire building must be substantially complete and the exterior of same shall be fully complete. Upon the commencement of construction of any residence or building, the residence building must be completed within twelve (12) months thereafter.

E. So long as Declarant owns any real estate or portion thereof within Little Prairie, each Lot owner must first submit construction plans for all proposed buildings to the Declarant and secure Declarant's written approval of the plans prior to the grading or construction of buildings. Plans shall include two (2) copies of the following; a site showing the location of the proposed building(s), including exterior elevations, floor plan, foundation plan, plot plan and landscape plan. Plans submitted will not be returned to owner but will be retained by Declarant.

F. Declarant intends that the Lots shall be developed as a residential community with homes constructed of high quality materials and in a manner that enhances the values, rural character and residential quality of the community and promotes the development of the Lots. With the exception of the existing structures on Lots 4, 5, and those on lots 19-22, which are exempt from these standards, Lot standards shall be as designated in the following articles:

ARTICLE II. DWELLINGS AND LOTS

The **minimum dwelling size** shall be as follows:

- a. For a ranch (one level) style home, the ground floor shall contain no fewer than 2,000 square feet of finished area.
- b. For a tri-level or multi-level home, the top three levels must have a minimum of 2,500 square feet of finished living area.
- c. For a one and one-half story or multi-level homes, the ground floor shall contain no fewer than 1,800 square feet of finished living area. The total finished living area for the ground floor and additional floors shall contain no fewer than 2,500 square feet.
- d. Computation of living area shall exclude porches, breezeways, utility rooms, decks and garages. All residences must be built with an attached garage adequate for two or more cars.

2. All exterior materials must be of earth tones or colors and architectural design that is consistent with and harmonizes with the rural character of the subdivision and other houses.

3. Roofs must be of fireproof or fire-retardent shingle construction. Metal roofs may be used provided that the roof selected emulates the look of standard shingles.

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4. Outbuildings: No mobile, modular or other such home may be moved or built upon any Lot. No structure of a temporary nature, carport, trailer, tent, storage shed or shack shall be erected upon or used on any lot at any time, other than temporary placement of tents for recreational use for 7 days or less. All outbuildings shall be of a permanent character, have a minimum roof overhand of 24", shall constitute Improvements, and shall be subject to approval by Declarant. Outbuildings shall be constructed of wood, decorative masonry or metal construction, shall conform to proper architectural design and be harmonious and compatible in design and color with the other construction on the Lot. Outbuildings shall not be larger than 50% greater than the livable square footage of the home, must be constructed behind the front of the home and shall be concealed by trees and/or bushes to the extent reasonably possible. One outbuilding may be constructed per Lot, plus a pool outbuilding may be constructed as well if an in-ground swimming pool is installed.

5. Landscaping: No fewer than 5 ornamental or shade trees at least five feet (5') or higher must be planted on each property within six months after completion of the residence, and thereafter maintained in good growing condition and replaced if necessary. Landscaping shall be tastefully done and a landscaping plan must be submitted to and approval provided by Declarant prior to the start of the project. No changes in land contour that would affect water flow to adjacent lots is allowed. No grass or lawn area over .5 acre may be irrigated with an installed sprinkler system, excepting vegetable gardens grown for personal use. The use of native plants and trees is strongly encouraged.

6. Fences are permitted only with the prior written approval of Declarant. No barbed-wire or chain link fences may be built or maintained upon the Lot. For the purpose of maintaining a quality appearance within the subdivision, front fences adjacent to 192nd Street shall conform to a design standard selected and approved by the owners of three or more lots facing 192nd Street. An owner may elect not to erect a fence. Fences in conservation areas should not unduly restrict wildlife..

7. Exterior lighting shall either be indirect or of such a controlled focus and intensity so as not to disturb the residents of adjacent Lots. Any light found to be in violation of this provision must be immediately removed, replaced or relocated in such a manner as to conform to this provision upon notification by Declarant or an adjacent building owner. No bare light bulbs nor lights that allow stray light to emit above a horizontal plane to the ground shall be allowed.

8. Setbacks. No building shall be located on any property nearer than 50 feet from the property line or 100 feet for the closest edge of roadways, whichever is farthest. No residence or structure shall be located nearer than 50 feet from the side or rear property lines. All porches, whether enclosed or unenclosed, and overhangs shall be considered as part of the building for set back calculations.

9. Lot Size. No lot shall be reduced from it's original size.

ARTICLE III. GENERAL PROVISIONS

1. Animals: No horses or large livestock shall be kept or maintained on any lot smaller than 3.5 acres. A dog run or kennel for up to three dogs may be kept on the property provided that no chain link

fence may be installed or placed upon the property. No pit bulls, mixes of pit bulls or other breeds recognized to be dangerous, in Declarant's sole judgment, shall be allowed on the property.

The areas in which animals are maintained shall be approved by the Declarant with due regard for the location of the residence upon the Lot in relation to the street and the location of residences on adjoining lots. All structures used for the housing or maintenance of animals and any areas where animals are maintained or shall be kept shall be maintained at all times in a neat, clean and orderly manner. No more than three animals (two for larger) of each type shall be kept on each Lot, nor shall any number of animals that exceed the number permitted by applicable zoning ordinances be kept. Manure shall be collected and removed from the Lot on no less than a weekly basis. Manure may not be stored closer than 50 feet from any adjacent lot.

2. Vehicles. No vehicles may be stored outside for more than 24 hours including boats, motorcycles, automobiles, trucks and trailers. No semi trailers or trucks are allowed on the property except for delivery or pickups to the premises and shall remain only as long as necessary to deliver or pickup loads. General service work, assembly, or disassembly of any car, truck, equipment or machinery outside an enclosed building is prohibited.

3. No signs or billboards of any type shall be placed or constructed upon any lot except one sign per lot consisting of not more than 16 square feet advertising a lot as "For Sale".

4. Exterior television and radio antennas, satellite dishes and other antennas shall not be located where readily visible from public or subdivision roads. Solar heating and power systems shall not be installed on the front roof of any residences and shall be located inconspicuously.

5. No dumping shall be allowed on any lot. No unused building material, junk, fill dirt, cut vegetation or rubbish shall be left exposed on the Lot except during actual building operations, and then only in as neat and inconspicuous manner as possible. Firewood may be stored, up to two cords, in a neat pile behind the front of the building.

6. No Incinerator or trash burners shall be permitted. No garbage, trash containers or fuel tanks shall be permitted unless completely screened from view and located at least 75' from an adjacent Lot. All maintenance equipment shall be stored in enclosed structures except when in actual use.

7. Offensive noise, including the loud playing of music, discharge of rifles, shotguns or pistols, use of tools and machinery, and ATV and snowmobile operation, that is readily audible to adjacent residences shall not be allowed. Fireworks are allowed on holidays and special occasions provided however that no residue or shells shall land on adjacent lots.

8. Gardens and field crops are permitted in areas of the lot designated by the Declarant with due regard for the location of the residence upon the Lot in relation to streets and adjacent residences. All gardens and field crops shall be maintained in such a manner that they do not become infested with weeds. Suitable ground cover shall be maintained on portions of the Lot not formally landscaped in such manner as to prevent erosion by water or wind. All such ground cover, with the exception of native prairie grasses and flowers, shall be regularly mowed to maintain a height no more than 12".

9. Damage/destruction to buildings. In the event that any building or other improvements on any

lot shall be damaged or destroyed (partially or totally) by fire, natural destruction, or any other casualty, the Owner shall, at its own expense, within a reasonable time after such event, and with due diligence, repair, rebuild and restore the same as nearly as practical to the condition existing just prior to such damage or destruction but shall have the right to make reasonable alterations as part of the reconstruction, subject to the Declarant's prior approval. If such building is totally destroyed, the Owner shall be required to clear, clean and raze the damaged building within 120 days from such destruction. If an Owner refuses or fails to comply with the terms hereof, Declarant may clear or raze the damaged building and assess the Lot for the costs thereof.

10. Construction. Owner is responsible to ensure that minimum disturbance to roads, right of way and drainage shall be done during any construction activities on their properties. Owners are responsible to repair any damage done to roads, right of ways and other Little Prairie development property. Runoff shall be controlled so as to prevent mud and excess water from draining onto adjacent properties. Should such runoff occur, Owner is responsible to repair same, including reseeding or sodding as Declarant may require. If Owner does not make such repairs within 7 days from occurrence, Declarant may perform or have performed same and bill Owner for the repairs with payment due within 7 days following presentation of the bill to Owner.

ARTICLE IV. EASEMENTS AND COVENANT GENERAL PROVISIONS

Easements:

- a. Sarpy County requires a 50' right of way from the centerline of 192nd Street. This right of way is not included in the calculation of lot sizes nor in the land conveyed as part of each Lot. Declarant specifically reserves a perpetual easement and license 66 feet in width, to be shared equally between adjacent Lots where practical, for a roadway and utility easement, as shown on Attachment "A" hereto.
- b. Declarant further reserves a perpetual license and easement of 15 feet along the side of each lot for the installation, operation, maintenance, repair and replacement of all utilities, including electric, phone, gas, cable and other utilities. These easements are granted for the use and benefit of all present and future owners of properties within the subdivision. Declarant reserves a perpetual license and easement encompassing the above easements easements for the use of Declarant and Declarants' Assigns.

c. Declarant further reserves a Conservation Easement in waterways and selected areas shown in Attachment "A". No change in the waterways is allowed without prior written permission of Declarant other than the planting of native prairie grasses and flowers and the installation of rock fill where necessary to prevent erosion of the waterway area. Conservation Easements must be planted and maintained in crops, native prairie grasses, wildflowers and/or trees that are listed in the Lower Elkhorn NRD Conservation Tree Program annually. Road crossings may be permitted with proper culverts where necessary to access residences. The intent of the Conservation Easement is to provide a natural setting for all residents of Little Prairie to enjoy and to enhance the support for wildlife that traverse or live within Little Prairie. The Conservation Easement will be dedicated to the Little Prairie HomeOwners Association. This may later changed to another organization dedicated to the preservation and maintenance of the natural setting of Little Prairie, such organization to be selected by Declarant in accordance with Neb. Rev. Stat. 76-2,111 to 76-2,118 (2003), the "Conservation and Preservation Easement Act".

2. Exceptions and variances. Declarant may, at Declarant's sole option, permit exceptions or variances to these covenants, provided such exception or variance is applied for by a Lot Owner in writing to Declarant. Any exception or variance must be approved in writing by Declarant and shall be deemed effective on the date specified by Declarant.

3. Enforcement and Term. The covenants, conditions and restrictions contained herein shall run with and bind the land, and shall inure to the benefit of and be enforceable by the owner of any property subject to this Declaration, their respective legal representatives, heirs, successors and assigns for a term of thirty years from the date hereof. At the expiration of thirty years, the terms of this declaration shall be automatically renewed for successive periods of ten years each unless an instrument terminating this declaration is signed by the current owners of a majority of the lots recorded prior to the commencement of the ten-year period.

4. Bringing Action. If the owner of any lot or any person, violate or attempt to violate any of the provisions herein it shall be lawful for any other person or persons owning any lots within the subdivision, or for the Homeowners' Association established for the subdivision, to prosecute any proceedings at law or in equity against the violators to prevent further violations of any covenants, conditions or restrictions and the failure to file suit shall not be deemed a waiver of the right to do so thereafter.

5. Severability. The provisions contained herein are severable, and the invalidation of any provision shall not affect other provisions, which shall remain in full force and effect.

6. Limits. Nothing contained herein shall in any way be construed as imposing upon the undersigned Declarant any liability, obligation, or requirement to enforce any of the provisions contained herein. The rights, powers and responsibilities of the Declarant as contained herein may be assigned or delegated.

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**ARTICLE V.
HOMEOWNERS ASSOCIATION**

1. Prior to or upon sale of the fourth Lot Declarant will cause the incorporation of the **LITTLE PRAIRIE HOMEOWNERS ASSOCIATION** (hereinafter, the "Association"), a not for profit corporation. The Association has as its purpose the promotion of the health, safety, recreation, welfare and enjoyment of the residents of Little Prairie including:

a) The acquisition, construction, landscaping, maintenance, operation, repair, upkeep and placement of Common Facilities for the general use, benefit and enjoyment of the Members. **Common Facilities** shall include entrance areas, dedicated roads, community wells, green areas, signs for Little Prairie and other physical assets of this nature as may be set aside for the for the exclusive use of Members, their families and invited guests.

b) The **promulgation, enactment, amendment and enforcement** of rules and regulations relating to the use and enjoyment of any of the Common Facilities, for the protection and maintenance of the rural residential nature of Little Prairie, provided always that such rules are uniformly applicable to all Members. This includes the administration of the Conservation Easement referred to above.

2. Membership and Voting. The homeowners association shall be comprised of the owners of the real estate set out in Exhibit "A". The Owner of each Lot, as approved in the Final Plat plus one lot for the residence of Declarer, whether one or more persons or entities, shall be entitled to one (1) vote on each matter brought to the members of the Association.

3. Duties and Responsibilities. The Declarant or their designated successor or assign shall exercise and administer all powers and duties of the Association as described herein, until such are released or relinquished by Declarant

As Declarant shall release such powers and duties, they shall be thereafter exercised and administered by the Board of Directors of the Association. At such time as Declarant no longer holds title to any subdivision Lot, any powers and duties not previously released shall be deemed to have been released and relinquished and Declarant will remain solely as a member of the Association with one (1) vote. Thereafter the Board of Directors of the Association shall have all powers conferred upon not-for-profit corporations by the Nebraska Non-Profit Corporation Act and shall be responsible for the administration and maintenance of the Association. The powers and duties to be exercised shall include, but not be limited to the following:

a) The acquisition, development, maintenance, repair, replacement, operation and administration of Common Facilities inclusive of assessment for and payment of any tax liability attributable to the Common Facilities, and the enforcement of the rules and regulations relating to the Common Facilities..

b) The fixing, levying, collecting, abatement and enforcement of all charges, dues, or assessments made pursuant to the terms of this Declaration or the Association, such charges to be levied against Owners of Lots within the subdivision only after such time as they have been sold by Declarant and the title transferred to the new Owner(s).

c) The expenditure, commitment and payment of Association funds to accomplish the purposes of the association, including, but not limited to, acquisition, by purchase or otherwise of real

or personal property, and payment for purchase of insurance covering any Common Facility against property damage and casualty, and purchase of liability insurance coverages as deemed necessary for the Association.

d) The deposit, investment and reinvestment of Association funds in bank accounts, securities, money market funds, certificates of deposit and other such investments.

e) The employment of consultants, firms and individuals to advise and assist the Officers and Board of Directors of the Association in matters pertaining to the operations, maintenance and ongoing care of the matters of the Association.

f) The performance of such acts, and the execution of such instruments and documents, as may be necessary to properly administer and manage the affairs of the Association.

4. Dues and Assessments. The Association may fix, levy and charge the Owner of each Lot with dues and assessments which shall be set from time to time and shall be payable at the times and in the manner specified. These dues and assessments, together with interest thereon and reasonable attorney's fees, shall be the personal obligation of the Owner of each Lot at the time when the dues or assessments first become due and payable and shall also be a charge and continuing lien up the Lot to which the dues and assessments are charged. The personal obligation for delinquent assessments shall not pass to the successor in title to the Owner at the time the dues and assessments become delinquent unless such dues and assessments are expressly assumed by the successors, but all successors shall take title subject to the lien for such dues and assessments and shall be bound to inquire of the Association as to the amount of any unpaid dues or assessments. Annual dues per Lot shall not exceed 125% of the annual dues charged in the previous year unless Special Assessments are levied for Common Facilities.

5. Purpose of Dues. The dues and any special assessments collected by the Association may be expended or committed to accomplish the purpose of the Association described above, including maintenance of Common Facilities, government assessments of any acquisition, construction, reconstruction, repair, painting, maintenance, improvement or replacement of any Common Facility. Special Assessments may be levied by a vote of 60% or more of the Owners of the Lots. Dues and Assessments shall be fixed at a uniform rate per Lot unless otherwise agreed to by the Owners of the affected Lots.

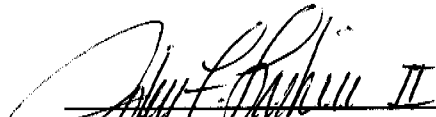
6. Nonpayment of Dues and Assets: Any installment of dues or assessments which are not paid when due shall be delinquent. Delinquent dues or assessments shall bear interest from the due date at the rate of 15% per annum, compounded annually. The Association may bring legal action against the Lot Owner personally or foreclose the lien against the Lot or Lots, and pursue any other legal or equitable remedy. The Association, in addition to the dues and assessments that are due, may recover interest and the costs and reasonable attorneys' fees incurred by the Association in recovering the overdue charges. No Owner may waive or otherwise claim non-liability for any charge and lien referred to above by nonuse of the Common Facilities or abandonment of their Lot. 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. The Association shall assign to such Mortgagee its rights with respect to such lien and right of foreclosure and such mortgagee may thereupon be subrogated to any rights of the Association.

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7. Subordination of the Lien to Mortgagee. The lien of dues and assessments provided for herein shall be subordinate to the lien of any mortgage, contract or deed of trust given as collateral for a home purchase or home improvement loan. Sale or transfer of any Lot shall not affect or terminate any dues and assessment lien(s).

IN WITNESS WHEREOF, the Declarant has caused these presents to be executed this 11th day of October, 2006

LITTLE PRAIRIE SUBDIVISION



John F. Larkin, II
Trustee for the John F. Larkin II Revocable
Trust dated 24 February 2003



Sherri L. Larkin
Trustee for the Sherri L. Larkin Revocable Trust
dated 24 February 2003

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**UNDERSTANDING AND ACCEPTANCE OF COVENANTS FOR LITTLE PRAIRIE
SUBDIVISION, SARPY COUNTY, NEBRASKA**

The undersigned, having read the covenants for Little Prairie Subdivision dated _____, acknowledge their understanding and acceptance of all provisions of these covenants and agree, in the event of purchase of one or more lots within the Little Prairie Subdivision, to abide by all provisions of these covenants.

For (individual, organization, corporation)

For (individual, organization, corporation)

By and Title (for organizations)

By and Title (for organizations)

Signature

Signature

_____, 200_____
Date Signed

_____, 200_____
Date Signed

BOARD OF COUNTY COMMISSIONERS
SARPY COUNTY, NEBRASKA

RESOLUTION

WHEREAS, pursuant to Neb. Rev. Stat. §23-104(6)(Reissue 1997), the County Board has the power to do all acts in relation to the concerns of the County necessary to the exercise of its corporate powers; and,

WHEREAS, pursuant to Neb. Rev. Stat. §23-103(Reissue 1997), the powers of a County as a body are exercised by the County Board; and,

WHEREAS, the Conservation and Preservation Easements Act, Neb. Rev. Stat. §§76-2,111 to 76-2,118 (Reissue 2003) provides that the creation of conservation easements shall be approved by the appropriate governing body; and,

WHEREAS, the John F. Larkin II Revocable Trust and the Sherri L. Larkin Revocable Trust, as tenants in common, currently own an approved subdivision known as Little Prairie Subdivision, the approved final plat of which is included within the attached conservation easement as "Exhibit A"; and,

WHEREAS, the Little Prairie Homeowner's Association, Inc., is a charitable, non-profit organization and meets the requirements of Neb. Rev. Stat. §76-2,111(3)(b)(Reissue 2003) to be a holder of said easement and has accepted the easement and duties of being such a holder of the easement, and proof of said acceptance is included within the attached conservation easement; and,

WHEREAS, pursuant to Neb. Rev. Stat. §76-2,112 (Reissue 2003), the proposed conservation easement was submitted to the Sarpy County Planning commission and received comments regarding the conformity of the proposed conservation easement to the Comprehensive Development Plan, said comments were received on September 20, 2006 and are attached to the conservation easement as Exhibit "E".

NOW, THEREFORE, BE IT RESOLVED BY THE SARPY COUNTY BOARD OF COMMISSIONERS that said County Board authorizes the conservation easement as the purposes of said easement are consistent with the Conservation and Preservation Easement Act and all requirements for approval in said Act have been met.

DATED this 10th day of October, 2006.

Moved by Inez Boyd, seconded by Aldona Doyle, that the above

Resolution be adopted. Carried.

YEAS:

[Signature]
Ruf Cook
Inez M Boyd
Aldona v. Doyle

NAYS:

X Tim Schraw

ABSENT:

none

ABSTAIN:

none



Debra J. Houghtaling
County Clerk

2006-35094 V

EXHIBIT "E"

B. Approval of a Conservation Easement for portions of the property known as Little Prairie.

- *Burry moved, seconded by Fenster to recommend approval of the easement for Little Prairie as it meets the comp plan subject to the modifications made by the County Attorney's Office. Ballot: Ayes - Burry, Dunbar, Fanslau, Fenster, Gonzalez, Whitfield and Wear. Nays - none. Abstain - none. Absent - Wees. Motion carried.*