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FILED SARPY COUNTY NEBRASKA
 INSTRUMENT NUMBER

2014-24681

11/04/2014 2:47:29 PM

Floyd J. Dowling

REGISTER OF DEEDS



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**DECLARATION OF COVENANTS, CONDITIONS,
 RESTRICTIONS AND EASEMENTS FOR BIRCHFIELD,
 A SUBDIVISION IN SARPY COUNTY, NEBRASKA**

THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR BIRCHFIELD, A SUBDIVISION IN SARPY COUNTY, NEBRASKA (this "Declaration") made on July 29, 2014, is made by the undersigned individual lot owners (hereinafter referred to collectively as the "Owners").

PRELIMINARY STATEMENT

The Owners own certain real property (specific ownership is designated in each Owner's signature block) located within Sarpy County, Nebraska and described as follows:

Lots 1, 2, 3, 4, 5, 6, 7, 8, 10, 13, 16, 18, 20, 21, 23, 24, 25, 27, 28, 29, 30, 32, 34, 35, 37, 40, 41, 44, 50, 52, 57, 61, 63, 65, 66, 67, 68, 69, 72, 74, and 75, all in Birchfield, a subdivision, as surveyed, platted and recorded in Sarpy County, Nebraska (such lots are herein referred to collectively as the "Lots" and individually as each "Lot").

The Owners desire to provide for the preservation of the values and amenities of Birchfield (the "Subdivision") for the maintenance of the character and residential integrity of the Subdivision.

NOW, THEREFORE, the Owners hereby declare that each and all of the Lots shall be held, sold and conveyed subject to the following restrictions, covenants, conditions and easements, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Lots, and the enjoyment of the residents of the Lots. These restrictions, covenants, conditions and easements shall run with such Lots and shall be binding upon all parties having or acquiring any right, title or interest in each Lot, or any part thereof, as more fully described herein. The Lots, and each Lot are and shall be subject to all and each of the following conditions and other terms.

R+R

Fullenkamp, Doyle Johnson
 11440 W. Center Rd
 Omaha, NE 68144

ARTICLE I.
RESTRICTIONS AND COVENANTS

1. Each Lot shall be used exclusively for single-family residential purposes, except for such Lots (or parts thereof) as may hereafter or previously have been conveyed or dedicated for use as a school or park. No obnoxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance to surrounding Lot owners or inhabitants. Business may not be conducted out of any residence in the Subdivision that would require the storage of automobiles, lawn equipment, or construction equipment or materials. No businesses which create excess traffic, including, but not limited to, daycare or dog grooming, may be carried out on any Lot nor shall any Lot be used for any purpose which may endanger the health or unreasonably disturb the owner or owners of any Lot or any inhabitant thereof.

2. No fence on any Lot shall be permitted to extend beyond the front line of a main residential structure located on such Lot. Any fence installed on any Lot must be maintained by the owner of the Lot, at the owner's sole cost and expense, and the owner shall keep the fence in good order and repair and, if reasonably necessary, replace the same with the same style and quality of materials. Notwithstanding the foregoing, the Association shall maintain, repair and/or replace any perimeter fencing on any Lot which borders Harrison Street and in the event Harrison Street is widened to the extent that any barrier wall is constructed such that it abuts the perimeter fencing on Harrison Street, the Association shall be permitted to cease maintenance obligations of said perimeter fencing. No fence shall exceed six (6) feet in height and should be constructed using quality materials such as wood, black wrought iron, black aluminum or vinyl. Chain link fencing is not allowed. Any dog run on any Lot must be contained within a fenced area and shall be located in the back portion of the Lot, not visible from the street.

3. No single-family residence shall be created, altered, placed or permitted to remain on any Lot other than one (1) detached single-family dwelling which does not exceed two and one-half (2 ½) stories (as such term is defined in the building code of the governing jurisdiction) in height. For each single-family residence there must be erected a private garage for not less than two (2) cars and not more than three (3) cars (each car stall to be a minimum size of ten (10') feet by twenty-one (21') feet). Houses built in another location may not be moved or placed on any Lot within the Subdivision and no temporary structure of any character, including, but not limited to, carports, trailers, modular homes, open basements, outbuildings or shacks, shall be erected upon or used on any Lot.

4. All improvements on the Lots, including, but not limited to, structures, driveways, sidewalks, decks and patios, shall be made using high quality materials, in good taste and shall, at a minimum, comply with all requirements of the zoning and building codes of the governing jurisdiction. Construction of any such improvement must be completed within one (1) year from the date of commencement of excavation or construction of the improvement. No excavation

dirt shall be spread across any Lot in such a fashion as to materially change the grade or contour or intended drainage of any Lot.

5. The exposed front foundation wall, as well as any foundation wall facing a street, of all main residential structures must be constructed of or faced with brick or simulated brick or stone or stucco. All exposed side and rear concrete or concrete block foundation walls not facing a street must be painted. All driveways must be constructed of concrete, brick paving stone, or laid stone. Asphalt driveways, asphalt overlays and asphalt driveway approaches shall not be permitted. Fireplace chimneys shall be covered with brick, stone or siding.

6. No advertising signs, billboards, unsightly objects or nuisances shall be erected, placed or permitted to remain on any Lot except one (1) sign per Lot consisting of not more than six (6) square feet advertising a lot as "For Sale."

7. No outside radio, television, ham broadcasting, earth station, satellite dish or other electronic antenna or aerial shall be erected or placed on any structure or on any Lot, except one (1) satellite dish of 24" or less in diameter or diagonal measurement which is screened from view of any street or sidewalk will be permitted per Lot, provided, however, that any corner Lot shall be permitted to erect or place a satellite dish which is visible from any street or sidewalk so long as such satellite dish is not located in the front yard of the Lot. The foregoing notwithstanding, any earth station, satellite dish or other electronic antenna or aerial specifically exempted from restriction by statute, regulation, binding order of a court or governmental agency shall be maintained in accordance with the strictest interpretation or condition for such use as may be permitted by such order.

8. No repair of any boats, automobiles, motorcycles, trucks, campers or similar vehicles requiring a continuous time period in excess of forty-eight (48) hours shall be permitted on any Lot at any time; nor shall vehicles offensive to the neighborhood be visibly stored, parked or abandoned on any Lot. No unused building material, junk or rubbish shall be left exposed on any Lot except during actual building operations, and then only in as neat and inconspicuous a manner as possible.

9. No boat, camper, trailer, auto-drawn or mounted trailer of any kind, mobile home, truck, aircraft, camper truck or similar chattel shall be maintained or stored on any part of a Lot (other than in an enclosed structure) for more than forty-eight (48) hours except, between May 15 and September 15 of each year, the vehicles referenced above shall be permitted to be parked in the driveway only. No motor vehicle may be parked or stored outside on any Lot, except vehicles driven on a regular basis by the occupants of the dwelling located on such Lot. No grading or excavating equipment, tractors or semi-tractors/trailers shall be stored, parked, kept or maintained in any yards, driveways or streets. However, this restriction shall not apply to trucks, tractors or commercial vehicles which are necessary for construction or re-modeling of residential dwellings during their period of construction or re-modeling.

C

10. No incinerator, trash burner or fuel tank shall be permitted on any Lot. No garbage or trash can or container shall be permitted on any Lot such that the same is visible from the street, except for pickup purposes. Trash/garbage cans shall be kept in the rear of the residence or in the garage. No garden, lawn or maintenance equipment of any kind whatsoever shall be stored or permitted to remain outside of any dwelling or suitable storage facility, except when in actual use. No garbage, refuse, rubbish or cutting shall be deposited on any street, road or Lot. No clothes line shall be permitted outside of any dwelling at any time, except for one (1) "umbrella-type" line per Lot. Produce or vegetable gardens may only be maintained in rear yards. No hedges or mass planted shrubs shall be permitted on any Lot more than ten (10) feet in front of the front building line of the main residential structure located on such Lot.

11. An above-ground swimming pool may exist permanently on any Lot provided that such above-ground swimming pool has a permanent filtration system and has a gallon capacity of at least 5,000 gallons.

12. No stable or other shelter for any animal, livestock, fowl or poultry shall be erected, altered, placed or permitted to remain on any Lot. Notwithstanding the foregoing, one (1) dog house may be constructed provided the same is placed to the rear of the residence, concealed from public view, and provided that the yard is fenced.

13. Any exterior air-conditioning condenser unit shall be placed in the rear yard or any side yards so as not to be visible from the street. No grass, weeds or other vegetation will be grown or otherwise permitted to commence or continue, and no dangerous, diseased or otherwise objectionable shrubs or trees will be maintained on any Lot so as to constitute an actual or potential public nuisance, create a hazard or undesirable proliferation, or detract from a neat and trim appearance.

14. Solar panels installed for heating or cooling purposes that follow the natural roofline of the structure are permitted. Solar panels which protrude from the roofline are not permitted. Wind turbines for energy purposes are not permitted.

15. The front, side and rear yards of all Lots shall be sodded or seeded and maintained in accordance with local ordinances/regulations. One (1) or more trees, of the deciduous variety, may be located between the front of the dwelling on the Lot and the front Lot line. No trees shall be planted in the dedicated street right-of-way located between the pavement and the Lot line. The trees referred to above shall be any tree of the deciduous variety that appears on the "recommended" or "highly recommended" list of trees published by the Forestry Division of the City of Omaha, from time to time.

ARTICLE II.
HOMEOWNERS ASSOCIATION

D

1. The Association. The Owners have or will cause the incorporation of Birchfield Neighborhood Association, Inc., a Nebraska nonprofit corporation (the "Association"). The Association has as its purpose the promotion of the health, safety, recreation, welfare and enjoyment of the residents of the Lots, including the enforcement of this Declaration and the exercise, promotion, enhancement and protection of the privileges and interests of the residents of the Subdivision; and the protection and maintenance of the residential character of the Subdivision.

2. Membership and Voting. The Owner of each Lot shall automatically be a member of the Association upon becoming an Owner and shall remain a member for so long as such person is an Owner. For purposes of this Article of the Declaration, the term "Owner" of a Lot means and refers to the record Owner, whether one or more persons or entities, of fee simple title of a Lot, but excluding however those parties having any interest in any of such 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 this Declaration. Membership shall be appurtenant to ownership of each Lot, and may not be separated from ownership of each Lot.

The Owner of each Lot, whether one or more persons and entities, shall be entitled to one (1) vote on each matter properly coming before the members of the Association.

3. Purposes 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 administer the affairs of the Association. The Board of Directors shall manage the affairs of the Association, including the expenditure, commitment and payment of Association funds to accomplish the purposes of the Association. In addition, the Association shall have the right, but not the obligation, to enforce the covenants and restrictions set forth in this Declaration.

4. Imposition of Dues and Assessments. The Association may fix, levy and charge the Owner of each Lot with a dues and assessments (herein referred to respectively as "dues and assessments") under the following provisions of this Declaration. Except as otherwise specifically provided, the dues and assessments shall be fixed by the Board of Directors of the Association on an annual basis and shall be payable at the times and in the manner prescribed by the Board of Directors. The annual dues and assessments shall not exceed more than Seventy-Five and no/100ths Dollars (\$75.00) in any year. The assessments and dues, together with interest thereon, costs and reasonable attorneys' 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. The dues and assessments, together with interest thereon, costs and reasonable attorneys' fees, shall also be a charge and continuing lien upon the Lot in respect of which the dues and assessments are charged. The personal obligation for delinquent assessments shall not pass to an Owner's successor in title, 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 assessments or dues.

5. Abatement of Dues and Assessments. Notwithstanding any other provisions of this declaration, the Board of Directors may abate all or part of the dues or assessments due in respect of any Lot.

6. Purpose of Dues. The dues collected by the Association may be committed and expended to accomplish the purposes of the Association described in Section 1 of this Article, and to perform the Powers and Responsibilities of the Association described in Section 3 of this Article.

7. Effect of Nonpayment of Assessments; Remedies of the Association. Any installment of dues or assessment which is not paid when due shall be delinquent. Delinquent dues or assessment shall bear interest from the due date at the rate of twelve percent (12%) per annum, or the maximum legal rate of interest, whichever is less. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot or Lots, and pursue any other legal or equitable remedy. The Association shall be entitled to recover as a part of the action and shall be indemnified against the interest, costs and reasonable attorneys' fees incurred by the Association with respect to such action. No Owner may waive or otherwise escape liability for the charge and lien provided for herein by abandonment of his 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 all of its rights with respect to such lien and right of foreclosure and such mortgagee may thereupon be subrogated to any rights of the Association.

ARTICLE III. GENERAL PROVISIONS

1. Except for the authority and powers specifically granted to the Association, the Association or any Owner of a Lot named herein shall have the right, but not the obligation, to enforce by a proceeding at law or in equity, all reservations, restrictions, conditions and covenants now or hereinafter imposed by the provisions of this Declaration to either prevent or restrain any violation or to recover damages or other dues of such violation. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

2. The covenants and restrictions of this Declaration shall run with and bind the land for a term of thirty (30) years from the date of the recording of this Declaration, after which time they shall be automatically extended for successive periods of ten (10) years unless amended or terminated as provided in this Article III. This Declaration may be amended by instrument signed by the Owners of not less than seventy-five percent (75%) of the Lots covered by this Declaration. Notwithstanding the foregoing, an amendment (or amendments, as the case may

F

be) to this Declaration may be executed by the Association and the owner(s) of any lot in the Subdivision that is not an original party to this Declaration, but wishes to become subject to this Declaration, without the prior consent of the Owners. Such amendment(s) shall be recorded with the Sarpy County, Nebraska Register of Deeds.

3. Invalidation of any covenant by judgment or court order shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

4. This Declaration may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which shall be deemed to be one and the same agreement.

[Remainder of page left intentionally blank; execution pages follow.]

6

IN WITNESS WHEREOF, the Association and the below-described Owners have caused this Declaration to be executed this 28 day of July, 2014.

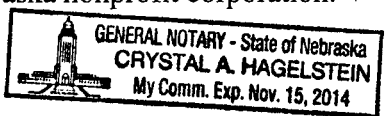
**BIRCHFIELD
NEIGHBORHOOD
ASSOCIATION, INC.,** a Nebraska
nonprofit corporation

By: Melodie Mcnee
Its: President

By: Ashley Schmitt
Its: Secretary

STATE OF NEBRASKA)
)ss.
COUNTY OF Douglas)

The foregoing instrument was acknowledged before me this 28 day of July 2014, by Melodie Mcnee, its President on behalf of Birchfield Neighborhood Association, a Nebraska nonprofit corporation.



Crystal A. Hagelstein
Notary Public

STATE OF NEBRASKA)
)ss.
COUNTY OF Douglas)

The foregoing instrument was acknowledged before me this 28 day of July 2014, by Ashley Schmitt, its Secretary on behalf of Birchfield Neighborhood Association, a Nebraska nonprofit corporation.



Crystal A. Hagelstein
Notary Public

H

KERRY L. ROGERS, the owner of
Birchfield, Lot 1

Kerry Rogers

Kerry L. Rogers

STATE OF NEBRASKA)
)ss.
COUNTY OF Sarpy)

The foregoing instrument was acknowledged before me this 9 day of Sept 2014,
by Kerry , a Nebraska resident.
Rogers

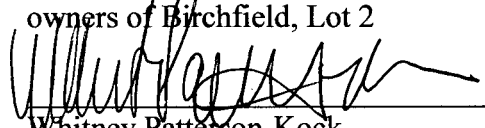
Crystal A. Hagelstein

Notary Public



I

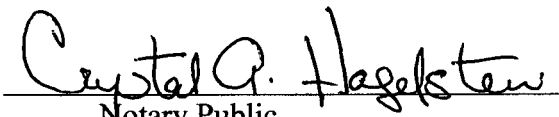
**WHITNEY PATTERSON-KOCK
& MICHAEL KOCK**, together the
owners of Birchfield, Lot 2

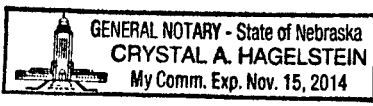

Whitney Patterson-Kock


Michael Kock

STATE OF NEBRASKA)
)ss.
COUNTY OF Sarpy)

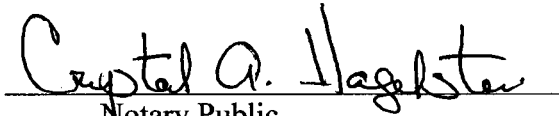
The foregoing instrument was acknowledged before me this 24 day of Oct 2014,
by Whitney Patterson Kock Nebraska resident.

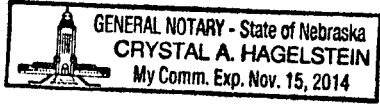

Notary Public



STATE OF NEBRASKA)
)ss.
COUNTY OF Sarpy)

The foregoing instrument was acknowledged before me this 24 day of Oct 2014,
by Michael Kock, a Nebraska resident.


Notary Public



J

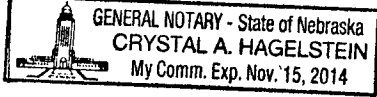
PAUL W. & DIANE R. PIERCE,
together the owners of Birchfield,
Lot 3

Paul W. Pierce
Paul W. Pierce

Diane R. Pierce
Diane R. Pierce

STATE OF NEBRASKA)
)ss.
COUNTY OF Sarpy)

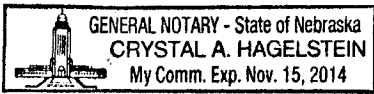
The foregoing instrument was acknowledged before me this 24 day of Feb 2014,
by C. Hagelstein, a Nebraska resident.
Paul Pierce



Crystal A. Hagelstein
Notary Public

STATE OF NEBRASKA)
)ss.
COUNTY OF Sarpy)

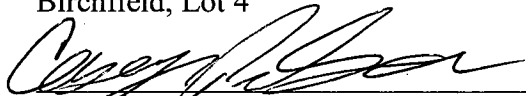
The foregoing instrument was acknowledged before me this 24 day of Feb 2014,
by Diane Pierce, a Nebraska resident.

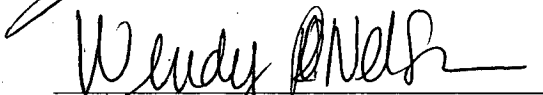


Crystal A. Hagelstein
Notary Public

K

CASEY R. & WENDY O.
NELSON, together the owners of
Birchfield, Lot 4

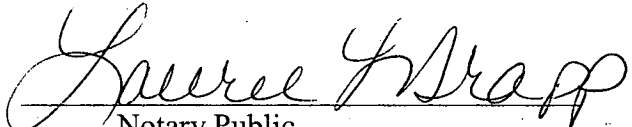

Casey R. Nelson


Wendy O. Nelson

STATE OF NEBRASKA)
COUNTY OF Douglas)ss.

The foregoing instrument was acknowledged before me this 22 day of Feb 2014,
by Wendy O. Nelson a Nebraska resident.

~~Casey R. Nelson~~


Notary Public



STATE OF NEBRASKA)
COUNTY OF Douglas)ss.

The foregoing instrument was acknowledged before me this 22 day of Feb 2014,
by Casey R. Nelson a Nebraska resident.


Notary Public



BRADLEY D. & ASHLEY L. SCHMITT, together the owners of Birchfield, Lot 5

Brad Schmitt

Bradley D. Schmitt

Ashley Schmitt

Ashley L. Schmitt

STATE OF NEBRASKA)
)ss.
COUNTY OF Sarpy)

The foregoing instrument was acknowledged before me this 14 day of April 2014, by Bradley Schmitt, a Nebraska resident.

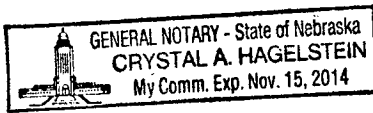
Crystal A. Hagelstein
Notary Public



STATE OF NEBRASKA)
)ss.
COUNTY OF Sarpy)

The foregoing instrument was acknowledged before me this 14 day of April 2014, by Ashley Schmitt, a Nebraska resident.

Crystal A. Hagelstein
Notary Public



M

ANTHONY L. & DEE M. FELICI
together the owners of Birchfield,
Lot 6

Anthony L. Felici

Anthony L. Felici

Dee M. Felici

Dee M. Felici

STATE OF NEBRASKA)
)ss.
COUNTY OF Sarpy)

The foregoing instrument was acknowledged before me this 3 day of Sept 2014,
by Anthony L. Felici, a Nebraska resident.

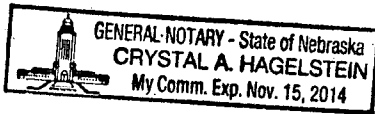
Crystal A. Hagelstein
Notary Public



STATE OF NEBRASKA)
)ss.
COUNTY OF Sarpy)

The foregoing instrument was acknowledged before me this 3 day of Sept. 2014,
by Dee M. Felici, a Nebraska resident.

Crystal A. Hagelstein
Notary Public



N

NICHOLAS J. & JEANETTE G. JOHNSON, together the owners of Birchfield, Lot 7

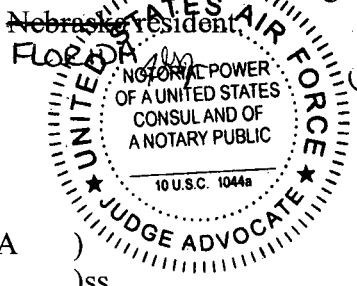
Nicholas J. Johnson

Nicholas J. Johnson
Jeanette G. Johnson

Jeanette G. Johnson

STATE OF NEBRASKA)
)ss.
COUNTY OF Sarpy)

The foregoing instrument was acknowledged before me this 25 day of February 2014, by Nicholas J. Johnson a Nebraska resident

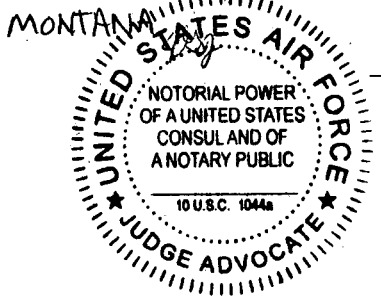


Birrell E. Bowers

Notary Public Birrell E. Bowers, SSgt, USAF
Paralegal

STATE OF NEBRASKA)
)ss.
COUNTY OF Sarpy)

The foregoing instrument was acknowledged before me this 25 day of February 2014, by Jeanette G. Johnson a Nebraska resident



Birrell E. Bowers

Notary Public

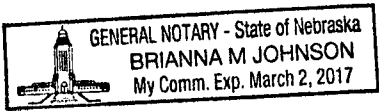
**PHILLIP D. PHILLIPS &
ELIZABETH A.
FLECKENSTEIN-PHILLIPS,**
together the owners of Birchfield,
Lot 8

Phillip D Phillips
Phillip D. Phillips

Elizabeth A Fleckenstein Phillips
Elizabeth A. Fleckenstein-Phillips

STATE OF NEBRASKA)
)ss.
COUNTY OF Douglas)

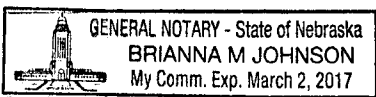
The foregoing instrument was acknowledged before me this 24th day of February 2014,
by Phillip D. Phillips, a Nebraska resident.



Brianna M Johnson
Notary Public

STATE OF NEBRASKA)
)ss.
COUNTY OF Douglas)

The foregoing instrument was acknowledged before me this 24th day of February 2014,
by Elizabeth Fleckenstein Phillips a Nebraska resident.



Brianna M Johnson
Notary Public

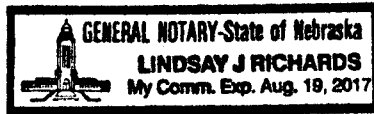
P

GARY L. & CAROLYN J. HALL,
TRUSTEES OF THE Gary L & Carolyn J. Hall
REVOCABLE TRUST, the owner
of Birchfield, Lot 10

Gary L Hall
Gary L. Hall

Carolyn J Hall
Carolyn J. Hall

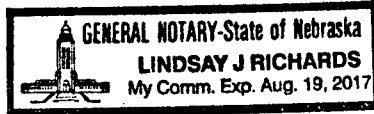
STATE OF NEBRASKA)
)ss.
COUNTY OF Douglas)



The foregoing instrument was acknowledged before me this 19th day of February 2014,
by Gary L Hall, the trustee of the Gary L & Carolyn J Hall Revocable Trust.

Lindsay Richards
Notary Public

STATE OF NEBRASKA)
)ss.
COUNTY OF Douglas)

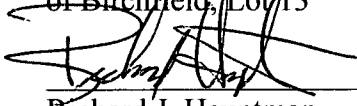


The foregoing instrument was acknowledged before me this 19th day of February 2014,
by Carolyn J Hall, the trustee of the Gary L & Carolyn J Hall Revocable Trust.

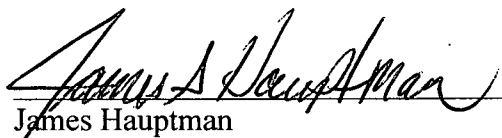
Lindsay Richards
Notary Public

Q

**RICHARD J. & JAMES
HAUPTMAN**, together the owners
of Birchfield, Lot 13



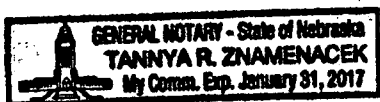
Richard J. Hauptman



James Hauptman

STATE OF NEBRASKA)
)ss.
COUNTY OF Lancaster)

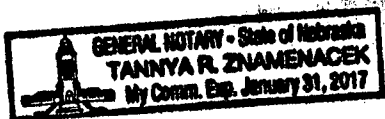
The foregoing instrument was acknowledged before me this 20th day of June 2014,
by Richard J Hauptman, a Nebraska resident.



Tannya Znameracek
Notary Public

STATE OF NEBRASKA)
)ss.
COUNTY OF Lancaster)

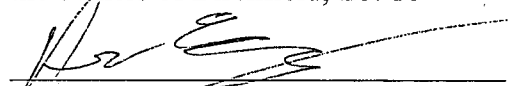
The foregoing instrument was acknowledged before me this 20th day of June 2014,
by James Hauptman, a Nebraska resident.



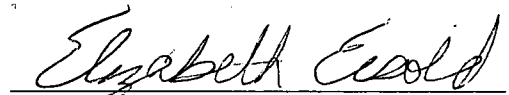
Tannya Znameracek
Notary Public

R.

**AARON ECKLEY &
ELIZABETH EISOLD**, together
the owners of Birchfield, Lot 16



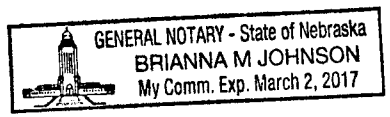
Aaron Eckley



Elizabeth Eisold

STATE OF NEBRASKA)
)ss.
COUNTY OF Douglas)

The foregoing instrument was acknowledged before me this 29th day of February 2014,
by Aaron Eckley, a Nebraska resident.

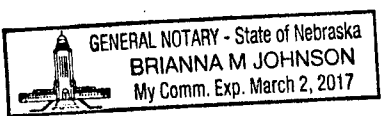





Notary Public

STATE OF NEBRASKA)
)ss.
COUNTY OF Douglas)

The foregoing instrument was acknowledged before me this 29th day of February 2014,
by Elizabeth Eisold, a Nebraska resident.





Notary Public

GERALD J. & MARY K.
HETMANEK, together the owners
of Birchfield, Lot 18

Gerald J. Hetmanek
Gerald J. Hetmanek

Mary K. Hetmanek
Mary K. Hetmanek

STATE OF NEBRASKA)
)ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 24 day of FEB 2014,
by GERALD HETMANEK a Nebraska resident.

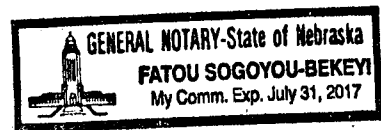
[Signature]
Notary Public



STATE OF NEBRASKA)
)ss.
COUNTY OF DOUGLAS)

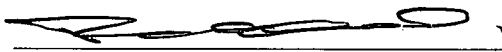
The foregoing instrument was acknowledged before me this 24 day of FEB 2014,
by MARY HETMANEK a Nebraska resident.

[Signature]
Notary Public

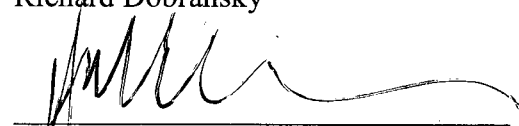


T

RICHARD DOBRANSKY & AMY HOUSTON, together the owners of Birchfield, Lot 20

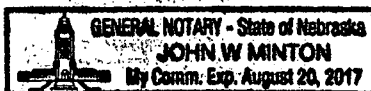


Richard Dobransky



Amy Houston

STATE OF NEBRASKA)
)ss.
COUNTY OF SARPY)



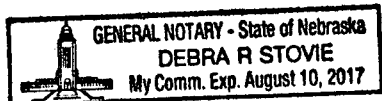
The foregoing instrument was acknowledged before me this 26 day of February 2014, by Richard Dobransky, a Nebraska resident.


Notary Public

STATE OF NEBRASKA)
)ss.
COUNTY OF SARPY)

The foregoing instrument was acknowledged before me this 31 day of March 2014, by Amy Houston, a Nebraska resident.


Notary Public



u

DOUGLAS W. & JILL M. DENSON, together the owners of Birchfield, Lot 21

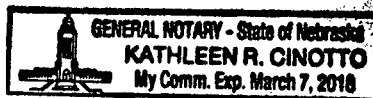
Douglas W. Denson
Douglas W. Denson

Jill M. Denson
Jill M. Denson

STATE OF NEBRASKA)
)ss.
COUNTY OF Douglas)

The foregoing instrument was acknowledged before me this 29 day of May 2014, by Douglas Denson, a Nebraska resident.

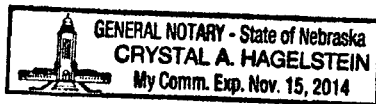
Kathleen R. Cinotto
Notary Public



STATE OF NEBRASKA)
)ss.
COUNTY OF Douglas)

The foregoing instrument was acknowledged before me this 28 day of July 2014, by Jill Denson, a Nebraska resident.

Crystal A. Hagelstein
Notary Public

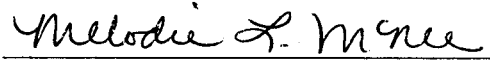


V

RHODRI W. & MELODIE L. MCNEE,
together the owners of Birchfield, Lot 23



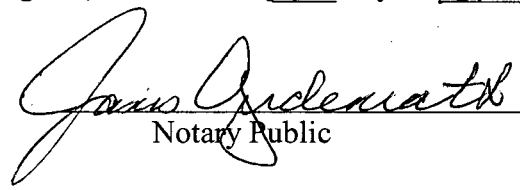
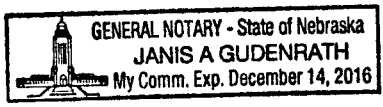
Rhodri W. McNee



Melodie L. McNee

STATE OF NEBRASKA)
)ss.
COUNTY OF Sarpy)
~~Dodge~~)

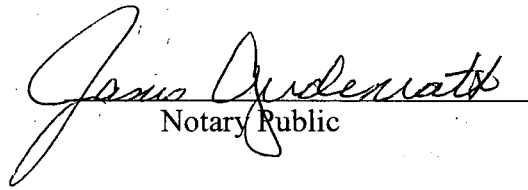
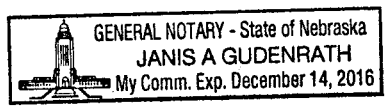
The foregoing instrument was acknowledged before me this 22 day of February 2014,
by Rhodri McNee, a Nebraska resident.



Notary Public

STATE OF NEBRASKA)
)ss.
COUNTY OF Sarpy)

The foregoing instrument was acknowledged before me this 22 day of February 2014,
by Melodie McNee, a Nebraska resident.



Notary Public

W

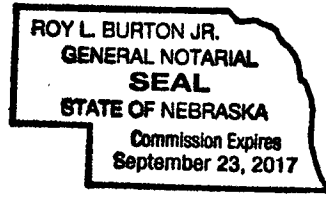
CAROL A. ROSENOW,
TRUSTEE OF THE
Carol A. Rosenow TRUST, the
owner of Birchfield, Lot 24

Carol A. Rosenow, Hee
Carol A. Rosenow, Trustee

STATE OF NEBRASKA)
)ss.
COUNTY OF Sarpy)

The foregoing instrument was acknowledged before me this 21 day of February 2014,
by Carol Rosenow, the Trustee of the Carol A. Rosenow Trust.

R. L. Burton Jr Roy L. Burton Jr
Notary Public



X

PHILIP J. & ELAINE K.
ENGLISH, TRUSTEES OF THE

Philip J & Elaine English TRUST, the
owner of Birchfield, Lot 25

Philip J English
Philip J English, Trustee

Elaine K. English
Elaine K. English, Trustee

STATE OF NEBRASKA)
COUNTY OF Douglas)ss.

The foregoing instrument was acknowledged before me this 22 day of February 2014,
by Philip J English, a trustee of the Philip J + Elaine English Trust.

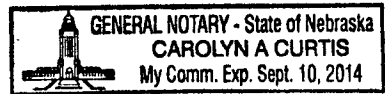
Carolyn A. Curtis
Notary Public



STATE OF NEBRASKA)
COUNTY OF Douglas)ss.

The foregoing instrument was acknowledged before me this 22 day of February 2014,
by Elaine K. English, a trustee of the Philip J + Elaine K English Trust.

Carolyn A. Curtis
Notary Public



Y

STEPHEN J. & TERESA L.
STOCK, together the owners of
Birchfield, Lot 27

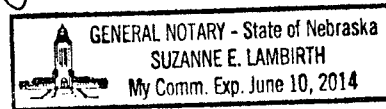
Stephen J. Stock
Stephen J. Stock

Teresa L. Stock
Teresa L. Stock

STATE OF NEBRASKA)
)ss.
COUNTY OF Douglas)

The foregoing instrument was acknowledged before me this 26 day of February 2014,
by Stephen Stock, a Nebraska resident.

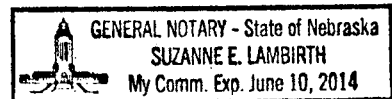
Suzanne E. Lambirth
Notary Public



STATE OF NEBRASKA)
)ss.
COUNTY OF Douglas)

The foregoing instrument was acknowledged before me this 26 day of February 2014,
by Teresa Stock, a Nebraska resident.

Suzanne E. Lambirth
Notary Public



**BOOKER T. ADKINS &
ROSANNE J. ARMSTRONG,**
together the owners of Birchfield,
Lots 28 & 29

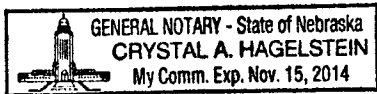
Booker T. Adkins
Booker T. Adkins

Rosanne J. Armstrong
Rosanne J. Armstrong

STATE OF NEBRASKA)
)ss.
COUNTY OF Sarpy)

The foregoing instrument was acknowledged before me this 14 day of April 2014,
by Booker Adkins, a Nebraska resident.

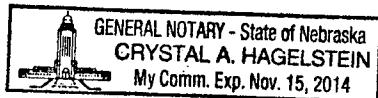
Crystal A. Hagelstein
Notary Public



STATE OF NEBRASKA)
)ss.
COUNTY OF Sarpy)

The foregoing instrument was acknowledged before me this 14 day of April 2014,
by Rosanne Armstrong, Nebraska resident.

Crystal A. Hagelstein
Notary Public



Aa

~~DAVID J. & KAREN J.~~
HONEYCUTT, together the owners
of Birchfield, Lot 30

No longer on deed
David J. Honeycutt

Karen J. Honeycutt
Karen J. Honeycutt

STATE OF NEBRASKA)
)ss.
COUNTY OF _____)

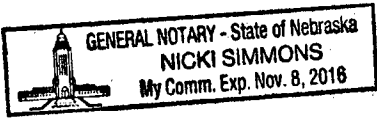
The foregoing instrument was acknowledged before me this _____ day of _____ 2014,
by _____, a Nebraska resident.

Notary Public

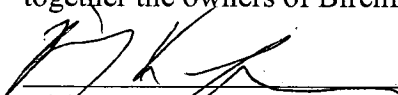
STATE OF NEBRASKA)
)ss.
COUNTY OF Douglas)


The foregoing instrument was acknowledged before me this 17 day of Feb. 2014,
by Karen Honeycutt Nicki Simmons, a Nebraska resident.

Nicki Simmons
Notary Public



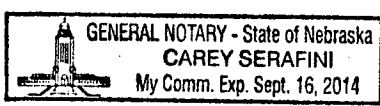
KIRK K. & HOLLI B. SAMPSON,
together the owners of Birchfield, Lot 32


Kirk K. Sampson


Holli B. Sampson

STATE OF NEBRASKA)
)ss.
COUNTY OF DOUGLAS)

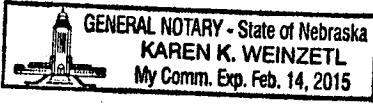
The foregoing instrument was acknowledged before me this 18 day of FEBRUARY 2014,
by KIRK SAMPSON , a Nebraska resident.

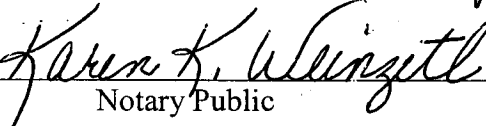



Notary Public

STATE OF NEBRASKA)
)ss.
COUNTY OF Douglas)

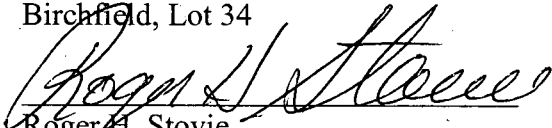
The foregoing instrument was acknowledged before me this 19th day of February 2014,
by Holli Sampson , a Nebraska resident.





Notary Public

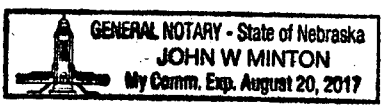
Ac

ROGER H. & DEBRA R. STOVIE, together the owners of
Birchfield, Lot 34



Roger H. Stovie


Debra R. Stovie

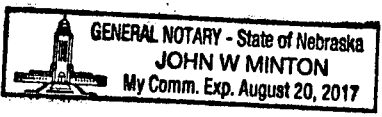
STATE OF NEBRASKA)
)ss.
COUNTY OF Sarpy)



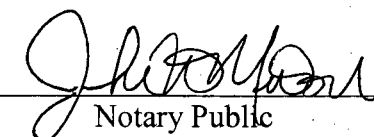
The foregoing instrument was acknowledged before me this 10 day of March 2014,
by Roger Stovie, a Nebraska resident.


Notary Public

STATE OF NEBRASKA)
)ss.
COUNTY OF Sarpy)

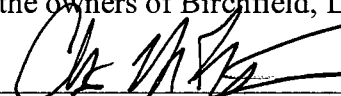


The foregoing instrument was acknowledged before me this 10 day of March 2014,
by Debra Stovie, a Nebraska resident.

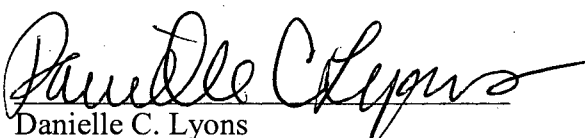

Notary Public

Ad

**CHRISTOPHER M. &
DANIELLE C. LYONS**, together
the owners of Birchfield, Lot 35



Christopher M. Lyons



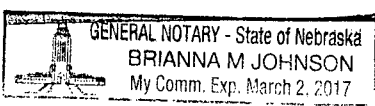
Danielle C. Lyons

STATE OF NEBRASKA)
)ss.
COUNTY OF Douglas)

The foregoing instrument was acknowledged before me this 24th day of February 2014,
by Christopher Lyons, a Nebraska resident.

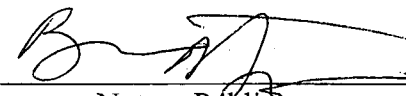


Notary Public

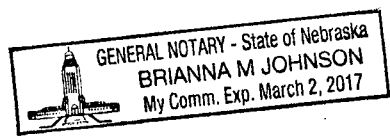


STATE OF NEBRASKA)
)ss.
COUNTY OF Douglas)

The foregoing instrument was acknowledged before me this 24th day of February 2014,
by Danielle Lyons, a Nebraska resident.

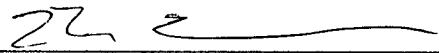


Notary Public

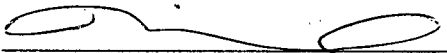


Ae

**MICHAEL D. CARSON &
JESSICA M. CARSON**, together
the owners of Birchfield, Lot 37



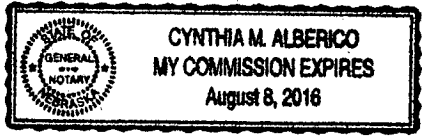
Michael Carson




Jessica Carson

STATE OF NEBRASKA)
)ss.
COUNTY OF Douglas)

The foregoing instrument was acknowledged before me this 28th day of February 2014,
by Michael D. Carson a Nebraska resident.

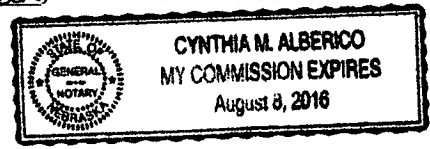


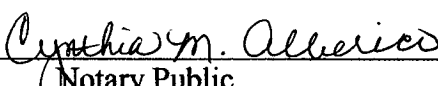


Notary Public

STATE OF NEBRASKA)
)ss.
COUNTY OF Douglas)

The foregoing instrument was acknowledged before me this 28th day of February 2014,
by JESSICA M. CARSON a Nebraska resident.

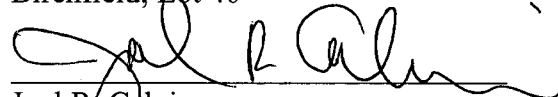


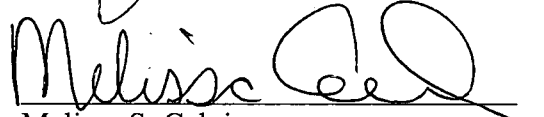


Notary Public

AF

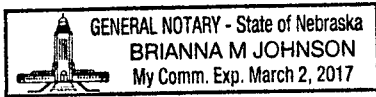
JOEL R. & MELISSA S.
CALVIN, together the owners of
Birchfield, Lot 40

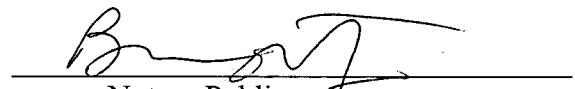

Joel R. Calvin


Melissa S. Calvin

STATE OF NEBRASKA)
)ss.
COUNTY OF Douglas)

The foregoing instrument was acknowledged before me this 24th day of Feb. 2014,
by Joel Calvin, a Nebraska resident.





Notary Public

STATE OF NEBRASKA)
)ss.
COUNTY OF Douglas)

The foregoing instrument was acknowledged before me this 24th day of Feb. 2014,
by Melissa Calvin, a Nebraska resident.




Notary Public

Ag

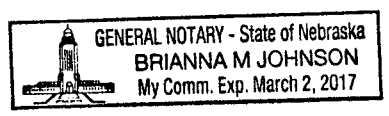
ROGER A. & NANCY A. REESE,
together the owners of Birchfield,
Lot 41

Roger A. Reese
Roger A. Reese

Nancy A. Reese
Nancy A. Reese

STATE OF NEBRASKA)
)ss.
COUNTY OF Douglas)

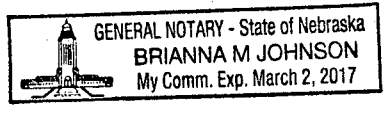
The foregoing instrument was acknowledged before me this 24th day of February 2014,
by Roger A. Reese, a Nebraska resident.



Brianna M Johnson
Notary Public

STATE OF NEBRASKA)
)ss.
COUNTY OF Douglas)

The foregoing instrument was acknowledged before me this 24th day of February 2014,
by Nancy A. Reese, a Nebraska resident.



Brianna M Johnson
Notary Public

Ah

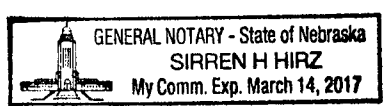
MICHAEL & JANE R. SNYDER,
together the owners of Birchfield,
Lot 44

[Signature]
Michael Snyder

[Signature]
Jane R. Snyder

STATE OF NEBRASKA)
)ss.
COUNTY OF Douglas)

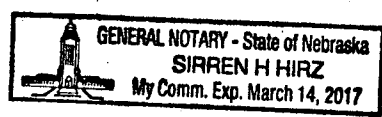
The foregoing instrument was acknowledged before me this 25 day of February 2014,
by Michael Snyder, a Nebraska resident.



[Signature]
Notary Public

STATE OF NEBRASKA)
)ss.
COUNTY OF Douglas)

The foregoing instrument was acknowledged before me this 24 day of February 2014,
by Jane R Snyder, a Nebraska resident.



[Signature]
Notary Public

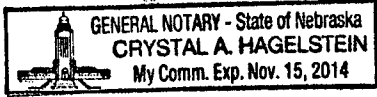
A1

PATRICIA MOLLNER, the owner
of Birchfield, Lot 50

Patricia Mollner
Patricia Mollner

STATE OF NEBRASKA)
)ss.
COUNTY OF Sarpy)

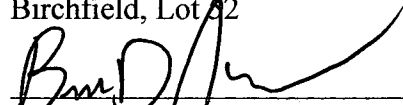
The foregoing instrument was acknowledged before me this 14 day of April 2014,
by Patricia Mollner Nebraska resident.



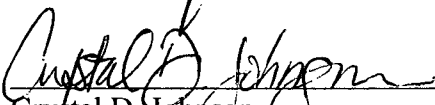
Crystal A. Hagelstein
Notary Public

Aj

BRIAN D. & CRYSTAL D. JOHNSON, together the owners of Birchfield, Lot #2



Brian D. Johnson



Crystal D. Johnson

STATE OF NEBRASKA)
)ss.
COUNTY OF Douglas)

The foregoing instrument was acknowledged before me this 3 day of June 2014, by Brian Johnson, a Nebraska resident.

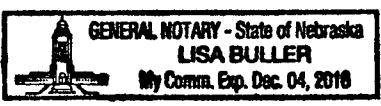




Notary Public

STATE OF NEBRASKA)
)ss.
COUNTY OF Douglas)

The foregoing instrument was acknowledged before me this 3 day of June 2014, by Crystal Johnson, a Nebraska resident.





Notary Public

AK

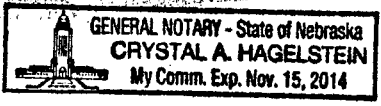
JOHN R. & CAROL J. THORSTON, together the owners of Birchfield, Lot 57

John R. Thorston
John R. Thorston

Carol J. Thorston
Carol J. Thorston

STATE OF NEBRASKA)
)ss.
COUNTY OF Sarpy)

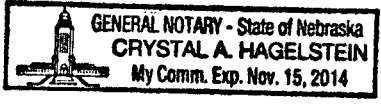
The foregoing instrument was acknowledged before me this 23 day of Aug, 2014, by John Thorston, a Nebraska resident.



Crystal A. Hagelstein
Notary Public

STATE OF NEBRASKA)
)ss.
COUNTY OF Sarpy)

The foregoing instrument was acknowledged before me this 23 day of Aug, 2014, by Carol Thorston, a Nebraska resident.



Crystal A. Hagelstein
Notary Public

AI

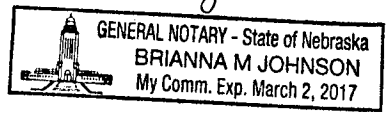
**ROBERT G. NEUMAYER &
LAURIE A. NIELSEN-
NEUMAYER**, together the owners
of Birchfield, Lot 61

Bob Neumayer
Robert G. Neumayer

Laurie A. Nielsen Neumayer
Laurie A. Nielsen-Neumayer

STATE OF NEBRASKA)
)ss.
COUNTY OF Sarpy)

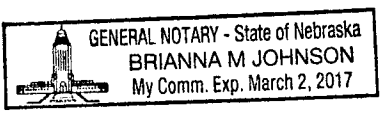
The foregoing instrument was acknowledged before me this 24 day of Feb. 2014,
by Robert G. Neumayer Nebraska resident.



Brianna M. Johnson
Notary Public

STATE OF NEBRASKA)
)ss.
COUNTY OF Sarpy)

The foregoing instrument was acknowledged before me this 24th day of Feb. 2014,
by Laurie Nielsen-Neumayer, a Nebraska resident.



Brianna M. Johnson
Notary Public

Am

JAMES G. & SHARI A. MIKLAS,
together the owners of Birchfield,
Lot 63

James G. Miklas
James G. Miklas

Shari Miklas
Shari A. Miklas

STATE OF NEBRASKA)
)ss.
COUNTY OF Douglas)

The foregoing instrument was acknowledged before me this 18 day of June 2014,
by James Miklas, a Nebraska resident.

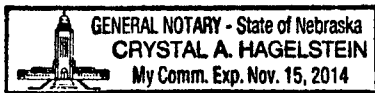
Crystal A. Hagelstein
Notary Public



STATE OF NEBRASKA)
)ss.
COUNTY OF Douglas)

The foregoing instrument was acknowledged before me this 18 day of June 2014,
by Shari Miklas, a Nebraska resident.

Crystal A. Hagelstein
Notary Public



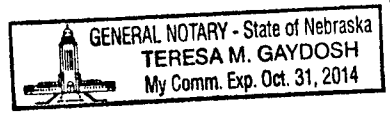
An

CRYSTAL A. HAGELSTEIN,
TRUSTEE OF THE *Crystal A. Hagelstein*
REVOCABLE TRUST, the owner
of Birchfield, Lot 65

Crystal A. Hagelstein
Crystal A. Hagelstein, Trustee

STATE OF NEBRASKA)
)ss.
COUNTY OF *Douglas*)

The foregoing instrument was acknowledged before me this 9 day of June 2014,
by Crystal A Hagelstein, the Trustee of the Crystal A Hagelstein Revocable Trust.



Teresa M. Gaydosh
Notary Public

DANIEL R. & TRICIA A. FREEMAN, together the owners of Birchfield, Lot 66

Daniel R. Freeman

Daniel R. Freeman

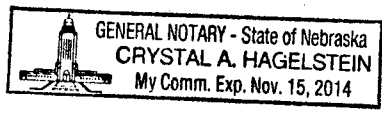
Tricia A. Freeman

Tricia A. Freeman

STATE OF NEBRASKA)
)ss.
COUNTY OF SARPY)

The foregoing instrument was acknowledged before me this 24 day of Feb. 2014, by DAN FREEMAN, a Nebraska resident.

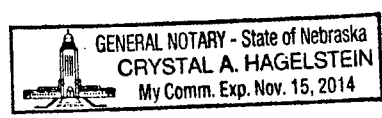
Crystal A. Hagelstein
Notary Public



STATE OF NEBRASKA)
)ss.
COUNTY OF Sarpy)

The foregoing instrument was acknowledged before me this 14 day of April 2014, by Tricia Freeman, a Nebraska resident.

Crystal A. Hagelstein
Notary Public



AP

JOSEPH T., JR. & CYNTHIA M. KRISS, together the owners of Birchfield, Lot 67

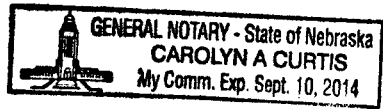
Joseph T. Kriss Jr
Joseph T. Kriss, Jr.

Cynthia M Kriss
Cynthia M. Kriss

STATE OF NEBRASKA)
)ss.
COUNTY OF Douglas)

The foregoing instrument was acknowledged before me this 21 day of June 2014, by Joseph T. Kriss, Jr. a Nebraska resident.

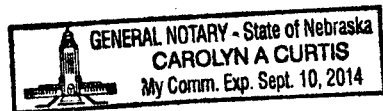
Carolyn A. Curtis
Notary Public



STATE OF NEBRASKA)
)ss.
COUNTY OF Douglas)

The foregoing instrument was acknowledged before me this 21 day of June 2014, by Cynthia M. Kriss a Nebraska resident.

Carolyn A. Curtis
Notary Public



Ar

DAVID L. GERARD, TRUSTEE
OF THE David L. Gerard
TRUST, the owner of Birchfield,
Lot 69

David L. Gerard
David L. Gerard, Trustee

STATE OF NEBRASKA)
)ss.
COUNTY OF SARPY)


The foregoing instrument was acknowledged before me this 20 day of FEB. 2014,
by DAVID L. GERARD, the Trustee of the David L. Gerard Trust.



[Signature]
Notary Public

AS


ANTHONY J. MODLIN, the
owner of Birehfield, Lot 72



Anthony J. Modlin

STATE OF NEBRASKA)
)ss.
COUNTY OF Douglas)

The foregoing instrument was acknowledged before me this 18 day of June 2014,
by Anthony Modlin a Nebraska resident.



Notary Public



At

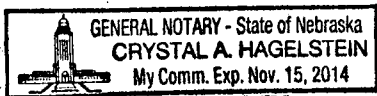
ANDREW T. & CHELSIE M. LUETHGE, together the owners of Birchfield, Lot 74

Andrew T. Luethge
Andrew T. Luethge

Chelsie M. Luethge
Chelsie M. Luethge

STATE OF NEBRASKA)
)ss.
COUNTY OF Sarpy)

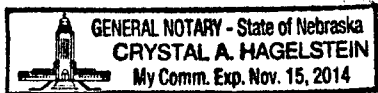
The foregoing instrument was acknowledged before me this 27 day of October 2014, by Andrew T. Luethge, a Nebraska resident.



Crystal A. Hagelstein
Notary Public

STATE OF NEBRASKA)
)ss.
COUNTY OF Sarpy)

The foregoing instrument was acknowledged before me this 27 day of Oct 2014, by Chelsie M. Luethge, a Nebraska resident.



Crystal A. Hagelstein
Notary Public

2014-24681

Au

JAY W. & LEAH R. HALL,
together the owners of Birchfield,
Lot 75

Jay Hall
Jay W. Hall

Leah R. Hall
Leah R. Hall

STATE OF NEBRASKA)
)ss.
COUNTY OF Sarpy)

The foregoing instrument was acknowledged before me this 24 day of February 2014,
by Jay Hall, a Nebraska resident.

Mary A. Callam
Notary Public



STATE OF NEBRASKA)
)ss.
COUNTY OF Sarpy)

The foregoing instrument was acknowledged before me this 24 day of February 2014,
by Leah R. Hall, a Nebraska resident.

Mary A. Callam
Notary Public

