

PART
RELEASED
Book #
Page #

RECORDED NOTE #
JUST RECORDING
EASEMENT

Far Hills Ranches
Omaha, NE
402 493 4482

24, 25
1600
DON CLARK
REGISTER OF DEEDS
SAUNDERS CO. NEBR.
2005 OCT 27 AM 11:36
BOOK 334 PAGE 743
OF 650 INST. 424

PROTECTIVE COVENANTS

424-1
Terry Battiato, owner of lots 2 thru 11 and 13 thru 15; Ronald C. Miller and Amy G. Miller, owners of lot 1; Gerald B Elsasser and Joyce M Elsasser, owner of lot 12: Far Hills subdivision being part of the north eighty-two (82) rods of the northeast quarter (NE 1/4) of section five (5) township fifteen (15) north range nine (9) east of the 6 PM in Saunders County Nebraska. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until 2035 AD at which time they shall be automatically extended for periods of 10 years unless they are changed in whole or in part by written agreements among the owners of the majority of said lots, executed and recorded in the manner provided by law.

I.

All lots shall be used for single-family residential purposes. No structure, shall be erected, altered, placed or permitted to remain on any lot; which exceeds two stories and one half not to exceed thirty-five (35) feet in height. All accessory buildings shall be enclosed with sidewalls not exceeding twelve (12) feet in height and a total area of less than two thousand four hundred (2,400) square feet. All accessory buildings shall be constructed with similar roofing and siding materials as the residential structures, unless otherwise approved in writing by the majority of the lot owners.

II.

No dwelling shall be permitted on any lot described herein, having a ground floor square foot area of less than 1600 square feet in the case of a one-story structure, nor a ground floor area of less than 1000 square feet in the case of a one and one-half story structure or a two-story structure, exclusive of porches and garages, breezeway and finished basement. Each dwelling constructed pursuant to these covenants shall have a basement equal in size to the main floor area of the dwelling provided that if there is no basement or there is a partial basement, the minimum square foot living area shall be increased one-half foot for each foot of basement eliminated. For the purposes of this paragraph, however, the term "basement" shall include garages of "garage-under" dwellings. Also, for the purposes of this paragraph, the term "main floor" shall not include dwelling areas devoted to slab on grade additions to main dwellings, whether such additions are built concurrent in time with the main dwelling or at a later date.

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III.

No trailer, Trailer Homes, Modular Home, shack, tent, garage, barn or other out buildings placed or erected on any lot shall at any time be used as a residence nor shall any structure of a temporary character be used as a residence.

IV

No Lot shall be subdivided.

V

424-2
All Power, telephone and service wires shall be buried under ground.

VI

No noxious or offensive trade or activity shall be conducted or permitted on any lot, nor shall anything be done or suffered thereon which may be or become an annoyance or nuisance.

VII

An easement is hereby reserved for the construction, maintenance operation, repair and removal of underground sewer, water, gas and telephone lines across the five feet adjoining the rear and side lines of each lot. There shall also be a twenty foot easement for horseback riding and bicycling across the back twenty feet and side twenty feet. All conveyances of any property in said Subdivision shall be subject to such easement.

VIII

The setback of any residence or out building shall be not less than seventy-five feet from front lot line or to any interior side lot line or street sideline as well.

IX

Pre-occupied dwellings constructed in another addition or location shall not be moved to any lot within this addition.

X

Animals shall not be bred, raised or kept for commercial purposes, nor housed closer than 75 feet from any lot line nor bred, raised or kept in such a way as to constitute a nuisance to adjoining property owners. There shall be no hogs, cattle or fowl on this property. There shall be no more than two large animals per residence.

XI

All homes must be completed after being under construction for one year. Buyer shall keep property clean and if seller has interest in any property in the development he shall clean property at buyer's expense. There shall be no storage of junk cars or storing of unused materials left on property.

XII

On Lots 1 through 12 on Far Hills Road shall be maintained equally by the property owners, until County Highway Department takes over the maintenance.

XIII

424-3
No garden or field crop shall be grown upon that portion of the lot nearer to the street than provided for minimum building setbacks.

XIV

There shall be no open sheds. All out buildings other than the residence must be four-sided.

XV

Invalidation of any one of these covenants by judgment or court order shall in no way effect any of the other provisions, which shall remain in full force and effect.

Terry L. Battiato
Terry L. Battiato

Judith M. Battiato
Judith M. Battiato

Ronald C. Miller
Ronald C. Miller

Amy G. Miller
Amy G. Miller

Gerald B. Elsasser
Gerald B. Elsasser

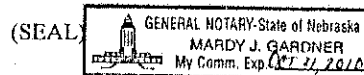
Joyce M. Elsasser
Joyce M. Elsasser

33400746

STATE OF NEBRASKA)
) ss:
COUNTY OF SAUNDERS)

On this 26th day of OCTOBER, 2005, before me a Notary Public in and for said County and State, personally appeared Terry L. Battiato and Judith M. Battiato, husband and wife, to me known to be the identical persons who subscribed their name to the foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed.

Witness my hand and official seal the day and year last above written.

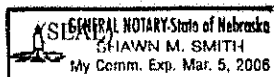


Mardy J. Gardner
Notary Public

STATE OF NEBRASKA)
) ss:
COUNTY OF SAUNDERS)

On this 26th day of October, 2005, before me a Notary Public in and for said County and State, personally appeared Ronald C. Miller and Amy G. Miller, husband and wife, to me known to be the identical persons who subscribed their name to the foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed.

Witness my hand and official seal the day and year last above written.

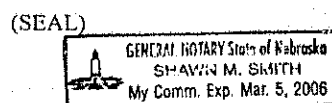


Shawn M. Smith
Notary Public

STATE OF NEBRASKA)
) ss:
COUNTY OF SAUNDERS)

On this 26th day of October, 2005, before me a Notary Public in and for said County and State, personally appeared Gerald B. Elsasser and Joyce M. Elsasser, husband and wife, to me known to be the identical persons who subscribed their name to the foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed.

Witness my hand and official seal the day and year last above written.



Shawn M. Smith
Notary Public