

PROTECTIVE COVENANTS

1. These covenants shall run with the land and shall be binding upon all present and future owners of all or any part of the following described property (the "Property"):

Part of Tax Lot 13 lying in the NE-1/4 NE-1/4 of Section 34, Township 17 North, Range 12 East of the 6th Principal Meridian, Washington County, Nebraska, and more particularly described as follows: Beginning at the northwest corner of the NE-1/4 NE-1/4 of said Section 34, Township 17 North, Range 12 East; thence N 89°35'02" E (assumed bearing) along the north line of said NE-1/4 NE-1/4 a distance of 507.06 feet; thence S 02°45'04" E a distance of 553.08 feet; thence S 12°13'19" E a distance of 338.04 feet; thence N 89°03'09" W a distance of 601.00 feet to a point on the west line of said NE-1/4 NE-1/4; thence N 00°16'43" W along said west line a distance of 869.21 feet to the Point of Beginning; and containing 10.78 Acres, more or less.

2. These covenants are for the benefit of the described adjoining property (the "Adjoining Property"):

Tax Lot 3 and Lots 1-6 of Kameo Estates, a Subdivision, in Section 34, Township 17 North, Range 12 East of the 6th P.M., Washington County, Nebraska.

3. Violation or threatened or attempted violation of any of these covenants by the present or future owners or users of the Property shall give to and vest in any other owner or owners of any part of said Adjoining Property the right to bring and prosecute any and all suits, actions and proceedings at law or in equity to prevent and restrain such violation or threatened or attempted violation, to recover damages therefor, and to seek and recover such other relief and remedies as law or equity allows.

4. Invalidation of any one or more of these covenants by final order of any court of competent jurisdiction shall not affect the validity and enforceability of the other covenants herein contained.

5. Said Property shall be used only for single-family residential purposes and horse boarding and training. No structures of any kind shall be erected, altered, placed or permitted to be on the said Property other than single-family dwellings not less than one story in height, buildings erected and used for the purpose of horse boarding, training and showing together with accessory outbuildings for these uses.

6. Except as hereinafter provided, no buildings erected, located or permitted to remain:

- (a) Nearer to the East lot line than 40 feet.
- (b) Between the Arena and the East lot line.
- (c) In the area South of the existing barn.
- (d) The foregoing restrictions may be waived in whole or in part by Ronald D. Kreie and Janet H. Kreie ("Kreie"), or their designee, if they, in their sole

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WASHINGTON COUNTY  
RECORDS  
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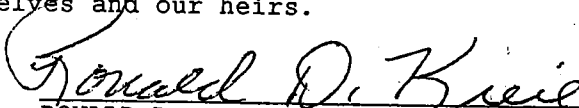
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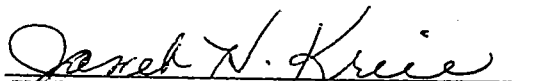
discretion, determine that it is necessary or advisable to do so.

7. No outside above-ground or uncovered trash or garbage piles, burners, receptacles or incinerators shall be erected, placed or permitted on any of the said real estate. Septic tank systems shall comply with all rules and regulations of the Washington County Health Department or other applicable regulatory agency. No noxious or offensive activities shall be carried on or upon any part of said Property, nor shall anything be done thereon which may be or become an annoyance or nuisance to other owners or occupants of the Adjoining Property. No trailer, basement, basement house, tent, shack, barn or other out-buildings erected on the Property shall at any time be used as a residence temporarily or permanently. No structure of a temporary character shall be used as a residence. No building constructed in another area or addition may be moved on to or permitted to remain on any of this Property. No animals, livestock or poultry of any kind shall be raised, brought or kept on said Property, except that dogs, cats or other household pets and horses are permitted, provided, no animals, except horses, shall be kept, bred, maintained or kenneled for any commercial purpose. No owner or occupant of the Property shall maintain any split-hoof farm animal on the premises at any time except that three calves may be maintained on the premises upon receiving the prior written approval of Kreie or their designee. All buildings, outbuildings, structures and improvements shall be properly maintained at all times. All equipment shall be kept in outbuildings or in an area properly landscaped so the equipment is not visible to residents of the Adjoining Property. No machinery, trailers or vehicles shall be parked or stored outside within 100 feet of the East boundary of the Property or between the existing barn and the South boundary of the Property. No noxious weeds shall be permitted and an appropriate eradication program therefor shall be maintained. Grass or cover crops shall be maintained on all land and all weeds, grass and cover crops shall be mowed regularly and weeds shall not be allowed to go to seed. No debris, junk, unlicensed or nonoperating automobiles or unsightly accumulation of materials shall be allowed on the Property.

8. These covenants shall be in force from the date hereof for a period of twenty (20) years and may be renewed for an additional twenty (20) year period by Kreie or their designee. Prior to November 30, 2003, these covenants may be amended unilaterally by Kreie or their designee if they, in their sole discretion, deem it necessary or advisable to do so provided any such amendment shall not restrict any prior use of the Property that was in compliance with these Covenants.

IN WITNESS WHEREOF, we have set our hands this 30 day of November, 1993, binding ourselves and our heirs.

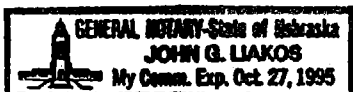
  
RONALD D. KREIE

  
JANET H. KREIE

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

Before me, a Notary Public qualified for said County, personally came RONALD D. KREIE and JANET H. KREIE, known to me to be the identical persons who signed the foregoing instrument and acknowledged the execution thereof to be their voluntary act and deed.

SUBSCRIBED AND SWORN to before me on this 30 day of November, 1993.



NOTARY PUBLIC  
*[Handwritten Signature]*

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STATE OF NEBRASKA COUNTY OF WASHINGTON) SS 5386  
ENTERED IN NUMERICAL INDEX AND FILED FOR RECORD  
THIS 1st DAY OF December A.D. 19 93  
AT 10:15 O'CLOCK A.M. AND RECORDED IN BOOK  
223 AT PAGE 536-538  
COUNTY CLERK Charlatti A. Petersen  
Karen Madson