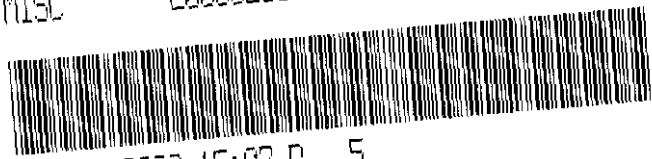




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Register of Deeds, Douglas County, NE  
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Misc. 136.<sup>00</sup> FB OU-36695  
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**FIRST AMENDMENT TO PROTECTIVE COVENANTS**

THIS AMENDMENT TO PROTECTIVE COVENANTS is made the date hereinafter set forth by Cedeveco, Inc., a Nebraska corporation ("Declarant").

**RECITALS**

A. On April 21, 2005, a document entitled Protective Covenants (hereinafter the "Declaration") for Lots 71 - 292, inclusive, all in SPRINGBROOK, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska, was recorded by Cedeveco, Inc., Declarant, in the office of the Register of Deeds of Douglas County, Nebraska as Miscellaneous Instrument No. 2005045252.

B. Paragraph 20 of the Declaration provides that the covenants and restrictions of the Declaration may be amended by the Declarant as Developer for a period of ten (10) years following April 18, 2005.

NOW, THEREFORE, Declarant hereby declares that the Declaration recorded on April 21, 2005 as Miscellaneous Instrument No. 2005045252 in the office of the Register of Deeds of Douglas County, Nebraska should be and hereby are amended in the following manner:

1. By deleting therefrom Paragraph 7 and adding in its place and stead the following:

7. Weeds and Trees and Landscaping. The title holder of each lot, vacant or improved, shall keep his/her lot or lots free from weeds and debris. Any tree, landscaping and vegetation existing on any Lot, whether planted by the Developer or not, shall be the sole responsibility of the owner of such Lot and shall, at the sole expense of such owner, be maintained and, if removal is required due to damage or disease, such owner shall promptly remove and replace the such tree, landscaping and/or vegetation. In addition, any lot abutting any part of Outlot A or B, Springbrook, shall be obligated to maintain, as reasonably necessary, the portion of such outlot abutting said owner's lot, including mowing, tree removal and other vegetation control, as required by the plat of Springbrook. Sanitary & Improvement District No. 504 of Douglas County, Nebraska shall own Outlots A, B and C, Springbrook, but its obligation to maintain the same shall be limited to cleaning out obstacles from within any drainageway located therein, also as provided on the plat of Springbrook. No person or entity or owner adjacent to Outlot C, Springbrook shall maintain or otherwise use Outlot C, Springbrook without the prior written approval of Sanitary & Improvement District No. 504 of Douglas County, Nebraska and the U.S. Army Corps of Engineers. Nor shall any person or entity or any owner take any action that would violate the terms of the Declaration of Restrictive Covenant - Jurisdictional Waterway (hereafter the "Outlot C Restrictions") and/or U.S. Army Corps of Engineers Permit No. 2003-11432 (hereafter the "Permit"). A true and correct copy of the Outlot C Restrictions is attached hereto and incorporated herein by this reference and a copy of the permit is available upon request from the U.S. Army Corps of Engineers Omaha Office.

All other terms of said Declaration shall remain in full force and effect.

Dated this 1 day of March 2006.

**FULLENKAMP, DOYLE & JOBEUN**  
**11440 WEST CENTER ROAD**  
**OMAHA, NEBRASKA 68144-4482**  
ADH

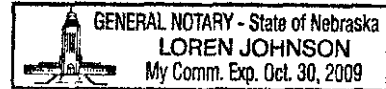
CEDEVCO, INC., a Nebraska corporation,

By: *Gale Larsen*  
GALE LARSEN, President

STATE OF NEBRASKA     )  
  ) ss.  
COUNTY OF DOUGLAS    )

On this 1 day of March 2006, before me, a Notary Public in and for said County and State, personally came Gale Larsen, as President of Cedeveco, Inc., a Nebraska corporation, known personally to me to be the identical person who signed the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed on behalf of said entity.

*Loren Johnson*  
Notary Public



**DECLARATION OF RESTRICTIVE COVENANT – JURISTICTIONAL WATERWAY  
WITH BUFFERS**

THIS DECLARATION is made this 7<sup>th</sup> day of August 2005, by SANITARY & IMPROVEMENT DISTRICT NO. 504 OF DOUGLAS COUNTY, NEBRASKA ("Declarant").

RECITALS:

WHEREAS, Declarant is the owner of the real property legally described as OUTLOT "C", SPRINGBROOK as platted and recorded in Douglas County, Nebraska, hereinafter referred to as the "Real Property";

WHEREAS, the Declarant desires to provide for certain restrictions and covenants to enhance the Real Property and comply with the conditions required of it pursuant to Permit No. 2003-11432 issued by the U.S. Army Corps of Engineers.

NOW THEREFORE, Declarant hereby declares that the Real Property shall be held, sold and conveyed subject to the following restrictions and covenants, all of which are for the purpose of enhancing the Real Property and complying with all conditions identified in the U.S. Army Corps of Engineers Permit No. 2003-11432. These restrictions and covenants shall run with the Real Property and shall be binding on all parties having or acquiring any right, title or interest in said Real Property, or any part, which shall be subject to all and each of the following:

1. The Real Property will be maintained pursuant to conditions identified in U.S. Army Corps of Engineers Permit No. 2003-11432.
2. There shall be no construction or placement of or placement of buildings or mobile homes, fences, signs, billboards, or other advertising material, or other structures, whether temporary or permanent, on the land.
3. There shall be no removal, destruction, or cutting of trees or plants, spraying with biosides, insecticides, or pesticides, grazing of animals, farming, tilling, or other agricultural activity.
4. There shall be no filling, draining, dredging, or drilling. There shall be no excavation or removal of topsoil unless conducted strictly for adaptive management purposes, subsequent to approval by the District Engineer of the Omaha District of the US Army Corps of Engineers
5. There shall be no building of roads or paths for vehicular or pedestrian travel nor any change in the topography of the land.

Page 2 of 2  
Declaration of Restrictive Covenant  
SID 504, Douglas County

- 6. There shall be no operation of snowmobiles, dune-buggies, motorcycles, all-terrain vehicles or any other type of motorized vehicle on the land.
- 7. This covenant may be changed, modified or revoked only upon written approval of the District Engineer of the Omaha District of the U.S. Army Corps of Engineers. To be effective, such approval must be witnessed, authenticated, and recorded pursuant to the law of the State of Nebraska.
- 8. This covenant is made in perpetuity, and runs with the land, such that the present owner and its successors and assigns forever shall be bound by the terms and conditions set forth herein.
- 9. This instrument shall be construed and governed in accordance with the laws of the State of Nebraska.

EXECUTED this 7<sup>th</sup> day of December, 2005.

ATTEST:

SANITARY & IMPROVEMENT DISTRICT NO.  
504 OF DOUGLAS COUNTY, NEBRASKA,  
Declarant:

By: [Signature]  
Clerk

By: [Signature]  
Gale Larsen, Chairman

STATE OF NEBRASKA )  
                                  )     ss.  
COUNTY OF DOUGLAS )

Before me, a Notary Public qualified for said County and State, personally came Gale Larsen, as Chairman of Sanitary & Improvement District No. 504 of Douglas County, Nebraska, a Nebraska political subdivision, known personally to me to be the identical person who signed the foregoing instrument and acknowledged the execution thereof to be his/her voluntary act and deed on behalf of said entity.

WITNESS my hand and Notary Seal on this 7<sup>th</sup> day of December, 2005.

Seal: [Signature]  
Notary Public



EXHIBIT A  
page 2 of 2