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RETURN TO: Space Above Reserved for Recording Information
Nathan R. Watson
MCGILL, GOTSDINER, WORKMAN & LEPP, P.C., L.L.O.
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Omaha, NE 68154-2584

AMENDED AND RESTATED DECLARATION
OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
OF TORREY PINES REPLAT 5, A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA

THIS AMENDED AND RESTATED DECLARATION ("Restatement") is made to the Declaration of Covenants, Conditions, Restrictions and Easements filed on July 1, 1999 in the office of the Register of Deeds of Douglas County, Nebraska at Book 1299 Pages 185-198 (the "Declaration"), by the owners of not less than seventy-five percent (75%) of the lots covered by the Declaration (collectively, the "Requisite Number of Owners").

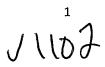
#### PRELIMINARY STATEMENT

A. The Requisite Number of Owners are the owners of not less than seventy-five percent (75%) of certain real property located within Douglas County, Nebraska and described as follows:

Lots 1 through 12, inclusive, in Torrey Pines Replat 5, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska.

Such lots are herein referred to collectively as the "Lots" and individually as each a "Lot".

B. The owners of the Lots covered by the Declaration are collectively the successor holder of the Declarant's right of amendment to the Declaration due to the operation of Article VI, section 2 of the Declaration. Pursuant to the referenced section of the Declaration, the Requisite Number of Owners may amend the Declaration by the signing of this Restatement.



C. By this Restatement, the Requisite Number of Owners desire to amend and restate the Declaration, on the terms of the Restatement, to continue to provide for the preservation of the values, amenities and the maintenance of the character and residential integrity of Torrey Pines Replat 5, a Subdivision in Douglas County, Nebraska ("Torrey Pine"), and for the possible acquisition, construction and maintenance of Common Facilities (defined below) for the use and enjoyment of the residents of Torrey Pine. "Common Facilities" shall mean any and all facilities, acquired, constructed, improved, maintained, operated, repaired or replaced by Torrey Pine for the general use, benefit and enjoyment of the residents of Torrey Pine.

NOW, THEREFORE, pursuant to the authority granted to the owners of the Lots in Article IV, section 2 of the Declaration, the Requisite Number of Owners hereby amend and restate the Declaration, hereby declaring in this Restatement 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 is more fully described herein. The Lots are, and each Lot is and shall be, subject to all and each of the following conditions and other terms:

# ARTICLE I. RESTRICTIONS AND COVENANTS

- 1. Each Lot shall be used exclusively for single-family residential purposes.
- 2. No residence, building, fence, wall, driveway, patio, patio enclosure, swimming pool, dog house, tree house, pool house, flag pole, solar heating or cooling device, tool shed, wind mill or other external improvement, above or below the ground (any and/or all referred to as an "Improvement") shall be constructed, erected, placed or permitted to remain on any Lot, nor shall any grading or excavation for any Improvement be commenced, except for any Improvement that has been approved by Torrey Pine as follows:
  - A. A Lot owner desiring to erect an Improvement shall deliver two sets of construction plans, landscaping plans and/or plot plans to Torrey Pine's board of directors ("Board of Directors"). Such plans shall include a description type, quality, color and use of materials proposed for the exterior of such Improvement. Concurrent with submission of the plans, the Lot owner shall notify the Board of Directors of the owner's current mailing address, phone number and email.
  - B. The Board of Directors shall review such plans in light of the conditions and restrictions of Article I of this Restatement and in relation to the type and exterior of improvements constructed, or approved for construction, on the Lots. In this regard, Torrey Pine intends that the Lots shall be developed and remain as a residential community with homes constructed of high quality materials. The decision to approve or refuse approval of a proposed Improvement shall be exercised by the Board of Directors in a reasonable manner to promote conformity and harmony of the external design of the Improvements constructed within Torrey Pine and to protect the value, character and residential quality of all Lots in a manner consistent with this Restatement. If the Board of Directors determines that a proposed Improvement does not conform with the surrounding improvements or topography or will not protect and enhance the integrity and character of all the Lots and

- neighboring Lots as a quality residential community, the Board of Directors may refuse approval of a proposed Improvement.
- C. Written notice of any approval or disapproval of a proposed Improvement shall be mailed or emailed to the owner at the address specified by the owner. Such notice shall be sent within thirty (30) days after the date of submission of the plans. If notice of approval is not forwarded within such period, the proposed Improvement shall be deemed disapproved by the Board of Directors.
- D. No Lot owner, or combination of Lot owners, or other person or persons shall have any right to any action by Torrey Pine, or to control, direct or influence the acts of Torrey Pine with respect to any proposed Improvement. No responsibility, liability or obligation shall be assumed by or imposed upon the Board of Directors by virtue of the authority granted to Torrey Pine in this section, or as a result of any act or failure to act by the Board of Directors with respect to any proposed Improvement.
- 3. No single-family residence shall be created, altered, placed or permitted to remain on any Lot other than one detached single-family dwelling which does not exceed two and one-half stories in height. Residences on all Lots shall have a minimum front set back of twenty-five (25) feet.
- 4. The exposed front foundation walls and any foundation walls facing any street of all main residential structures must be constructed of or faced with brick or other material approved by the Board of Directors. 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 or other approved material. All foundations shall be constructed of concrete, concrete blocks, brick or stone. Fireplace chimneys shall be covered with brick, wood or other material approved by Declarant. Unless other materials are specifically approved by the Board of Directors, the roof of all Improvements shall be covered with asphalt shingles or other approved material shingles.
- 5. No exterior advertising sign, billboards, unsightly objects or nuisances shall be erected, placed or permitted to remain on any Lot except one sign per Lot consisting of not more than six (6) square feet advertising a lot as "For Sale". No premises shall be used in any way for any purpose which may endanger the health or unreasonably disturb the owner or owners of any Lot or any resident thereof.
- 6. No exterior television or radio antenna or disc greater than 18" x 24" in size shall be permitted on any Lot.
- 7. No exterior 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 or a reasonable owner's sensitivities be visibly stored, parked or abandoned on any Lot. No unused building material, junk or rubbish shall be left exposed on the Lot except during actual building operations, and then only in as neat and inconspicuous a manner as possible. Torrey Pine will have the right to remove, or have removed, such items at the cost of the Lot owner.

- 8. 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 exterior part of a Lot (other than in an enclosed structure) for more than twenty (20) consecutive days within a calendar year. 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 contractor's(s') equipment, tractors, trucks over 10,000 gross vehicle weight or semi-tractors/trailers shall be stored, parked, kept of maintained in any yards, driveways or streets. However, this Paragraph 8 shall not apply to trucks, tractors or commercial vehicles which are necessary for the construction of remodeling of residential dwellings or other improvements during the period of construction. All residential Lots shall provide at least a minimum number of off-street parking areas or spaces for private passenger vehicles required by the applicable zoning ordinances of the City of Omaha, Nebraska.
- 9. No incinerator or trash burner shall be permitted on any Lot. No garbage or trash can or container or fuel tank shall be permitted unless completely screened from view, except for pickup purposes. Garden, lawn or maintenance equipment of any kind shall be stored inside or will be permitted to remain outside of any dwelling or suitable storage facility when in the rear yard. No garbage, refuse, rubbish or cutting shall be deposited on any street, road or Lot. Clothes lines shall be permitted outside of any dwelling in the rear yards. Produce or vegetable gardens may only be maintained in rear yards.
- 10. No fence or mass planted hedges or shrubs or other structures which effectively act as a boundary fence shall be permitted on any Lot unless approved in writing by Declarant. Privacy fences may be constructed out of wood or finished suitable materials. Electronic invisible fencing for dogs is permitted.
- 11. No permanent swimming pools are allowed. As a limited exception to the immediately foregoing restriction, small children's wading pools are allowed, though they cannot be left on grassy areas more than five (5) days and must be kept in the rear yard and remains at all times the sole responsibility of the Lot owner.
- 12. Construction of any Improvement shall 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 of any Lot. Proper licensing for permits is the responsibility of the Lot owner.
- 13. The public sidewalk shall be constructed of concrete four (4) feet wide by four (4) inches thick in front of each Lot and upon each street side of each corner Lot. The sidewalk shall be placed five (5) feet back of the street curb line and shall be constructed by the owner of the Lot provided, however, this provision shall vary to the extent necessary to comply with any alternative requirements of the City of Omaha, Nebraska.
- 14. Driveway approaches between the sidewalk and curb on each Lot shall be constructed of concrete. Should repair or replacement of such approach be necessary, the repair or replacement shall also be of concrete. No asphalt overlay of driveway approaches will be permitted.

- 15. No stable or other shelter for any animal, livestock, fowl or poultry shall be erected, altered, placed or permitted to remain on any Lot, including but not limited to dog runs or kennels of any kind. No livestock or agricultural-type animals shall be allowed, including but not limited to pot-bellied pigs.
- 16. Any exterior air conditioning condenser unit shall be placed in a Lot's rear yard or side yards. 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 of undesirable proliferation, or detract from a neat and trim appearance.
- 17. No structure of a temporary character, carport, trailer, basement, tent, outbuilding or shack shall be erected upon or used on any Lot at any time, either temporarily or permanently without the prior written approval of the Board of Directors, which such consent may be reasonably withheld. Notwithstanding the foregoing, no structure or Improvement of any kind shall be moved from outside Torrey Pine to any Lot without the written consent of the Board of Directors, which such consent is within the sole and absolute discretion of the Board of Directors.
- 18. An owner may erect a swing set, playground equipment, or other similar structures in the rear yard on a Lot only after securing the prior written approval of the Board of Directors, which such consent may be reasonably withheld.
- 19. Except for connection and access facilities, all utility service lines from each Lot line to a dwelling or other Improvement shall be underground.
- 20. No manufactured home, as that term is defined in Section 71-4603(1) of the Nebraska Revised Statutes, as amended from time to time, shall be permitted in Torrey Pine.
- 21. The exterior trim and siding on each residence constructed on a Lot must be maintained in good and proper condition. All costs to repair, replace and maintain (including painting) will be the cost and expense of the Lot owner.
- 22. In the event a structure or dwelling is destroyed or impaired, its replacement, restoration, or repair shall be of like quality and kind with regard to the existing neighborhood scheme.
- 23. The Board of Directors has the right to require on any Lot or otherwise within Torrey Pine the installation of siltation fences or erosion control devices and measures in such locations, configurations, and designs as it may determine appropriate in its sole and absolute discretion.

# ARTICLE II. TOWNHOME ASSOCIATION

1. <u>The Association.</u> Torrey Pine shall be governed by a Nebraska not-for-profit corporation known as Torrey Pine Townhomes Association, Inc. (the "Association"). The Association has as its purpose the promotion of the health, safety, recreation, welfare

and enjoyment of the residents of the Lots (individually, a "Member"; collectively, "Members"), including:

- A. The upkeep and replacement of Common Facilities for the general use, benefit and enjoyment of the Members, which may include but is not limited to signs. These referenced signs may be situated on private property subject to an easement in favor of the Association, the location of any of such signs is the sole and absolute discretion of the Board of Directors.
- B. The performance of Exterior Maintenance Services (defined below).
- C. The promulgation, enactment, amendment and enforcement of rules and regulations relating to the use and enjoyment of any Common Facilities, provided always that such rules are uniformly applicable to all Members.
- D. The exercise, promotion, enhancement and protection of the privileges and interests of the Members of the Association; and the protection and maintenance of Torrey Pine's residential character.
- 2. Membership and Voting. Torrey Pine consists of twelve (12) separate Lots. The owner of each Lot shall be a Member of the Association. The term "owner" means and refers to the record owner, whether one or more persons or entities, of fee simple title to a Lot, but excluding however those parties having any interest in any of such Lot merely as security for the performance of an obligation (including but not limited to a contract seller, the trustee or beneficiary of a deed of trust, or a mortgagee). The purchaser of a Lot under a land contract of similar instrument shall be considered to be the owner of the Lot for purposes of this Restatement. 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 entities, shall be entitled to one (1) vote for each Lot owner on each matter properly coming before the Members of the Association, to be cast as it decides, with the right to vote contingent upon the owner's Association dues being current at the time of any vote.

- 3. <u>Purposes and Responsibilities.</u> The Association shall have any and all of the powers conferred upon not-for-profit corporations by the Nebraska Nonprofit Corporation Act, as amended from time to time, including but not limited to any and all powers and duties necessary and appropriate to accomplish the purposes and administer the affairs of the Association. The powers and duties to be exercised by the Board of Directors, and upon authorization of the Board of Directors by any officers or other representatives, shall include but shall not be limited to the following:
  - A. The acquisition, development, maintenance, repair, replacement, operation and administration of Common Facilities, and the enforcement of the rules and regulations relating to the Common Facilities.
  - B. The doing and taking of such actions as may be necessary or appropriate to perform or secure performance of the Exterior Maintenance Services.
  - C. The fixing, levying, collecting, abatement, and enforcement of all charges, dues, or assessments made pursuant to the terms of this Restatement.
  - D. The expenditure, commitment and payment of Association funds to accomplish the purposes of the Association, including but not limited to payment for purchase of insurance covering any Common Facilities against property damage and legal liability and errors/omission liability insurance coverage for the Association, the Board of Directors, and/or the Members.

- E. The exercise of all of the powers and privileges, and the performance of all of the duties and obligations of the Association as set forth in this Restatement and the bylaws for the Association as the same may be amended from time to time.
- F. The acquisition by purchase or otherwise, holding, or disposition of any right, title or interest in real or personal property, wherever located, in connection with the affairs of the Association.
- G. The deposit, investment and reinvestment of Association funds in bank accounts, securities, money market funds or accounts, mutual funds, pooled funds, certificates of deposit or the like.
- H. The employment of professionals and consultants to advise and assist the Board of Directors, and any officers of representatives, in performance of their duties and responsibilities for the Association.
- General administration and management of the Association, and execution of such documents and doing and performance of such acts as may be necessary or appropriate to accomplish such administration or management.
- J. The doing and performing of such acts, and the execution of such instruments and documents, as may be necessary or appropriate to accomplish the purposes of the Association.

# ARTICLE III. EXTERIOR MAINTENANCE SERIVCES

- 1. The Association may, by a majority vote of the Board of Directors, contract for services it deems appropriate, whether or not such services are supposed to be preformed by a Lot owner or its designee (collectively, Exterior Maintenance Services"). In any case, ultimate payment for these Exterior Maintenance Services is the responsibility of each Lot owner as it interests may appear (whether individual or pro rata), unless the Board of Directors otherwise directs provision from the common funds of the Association. The Exterior Maintenance Services are as follows:
  - A. Each Lot owner is responsible for replacement or removal of all dead trees, shrubs and bushes or other exterior landscaping improvements on its Lot.
  - B. The Association shall have no duty to repair, replace or maintain any exterior concrete surfaces, except the two Torrey Pine markers. The duty to repair, replace or maintain exterior concrete surfaces, other than the referenced markers, is the duty of each Lot owner.
  - C. Each Lot owner, for its Lot, shall be responsible for the operation and maintenance of underground watering systems, and also be responsible for draining and winterizing the underground watering system. The Association may arrange for some of this service to Members. Repairs, improvements, replacements and additional services to the same will be the responsibility of each Lot owner.
  - D. The Association shall contract for the removal of snow from drives, front walks and stoops of Lots only.
  - E. Each Lot owner shall be responsible for the removal of trash no less often than weekly.
  - F. The Association shall contract for the maintenance of exterior lawn services for the Lots.
  - G. The Association shall contract for the cleaning of exterior windows, of buildings on the Lots, at the discretion of the Board of Directors.
  - H. The Association can be of assistance to contract for exterior painting services of buildings on the Lots, with each Lot owner being responsible for the expenses.

2. There is hereby reserved and granted to Torrey Pine, and its Association's respective officers, directors, employees, agents and contractors, a perpetual and nonexclusive easement for access to, from, on and along all Lots for the purpose of performing all Exterior Maintenance Services.

# ARTICLE IV. <u>DUES AND ASSESSMENTS.</u>

- Imposition of Dues and Assessments. The Association may fix, levy and charge the Owner of each Lot with dues and assessments (individually, "Dues" or "Assessments"; collectively, "Dues and Assessments") under the following provisions of this Restatement. Except as otherwise specifically provided, the Dues and Assessments shall be fixed by the Board of Directors and shall be payable at the times and in the manner prescribed by the Board of Directors.
- 2. <u>Liens and Personal Obligations for Dues and Assessments</u>. 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 and Assessments first become due and payable. The Dues and Assessments, together with interest and along with costs and reasonable attorneys' fees, shall be charged on a continuing lien upon the Lot which is delinquent in paying its Dues and Assessments. The personal obligation for delinquent Dues and Assessments shall not pass to the successor in title to the Lot owner at the time the Dues and Assessments become delinquent unless such Dues and Assessments are expressly assumed by the successor, 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 and Dues.
- 3. <u>Purpose of Dues.</u> The Dues collected by the Association may be committed and expended to accomplish the purposes of the Association described in Article II, and to perform the Purposes and Responsibilities of the Association described in Paragraph 3 of Article II and to perform the Exterior Maintenance Services described in Paragraph 1 of Article III.
- 4. <u>Annual Dues</u>. The amount of the annual Dues and whether installment payments other than annual will be accepted shall be amended from time to time by the Board of Directors.
- 5. Excess Dues and Assessments. With approval of seventy-five percent (75%) of the Members of the Association, the Board of Directors may establish Assessments in excess of the maximums established in this Restatement.
- 6. Monthly Assessments. The Board of Directors shall fix the amount of the monthly or other periodic Assessments against each Lot. The Assessments shall be paid pro rata by the owner of each Lot. The Assessments may be collected on a monthly or other periodic basis by the Association that the Board of Directors may determine. Written notice of the Assessment shall be sent to every Lot owner. The dates on which payments are due shall be the first (1st) of each month and delinquent the tenth (10th) of each month, unless the Board of Directors otherwise determines and gives written notice of the same. The Association shall, upon demand, and for a reasonable charge, furnish

- a statement signed by a representative of the Association setting forth whether the Dues and Assessments on a specified Lot are current through the date of such statement.
- 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 and Assessments shall bear a penalty from thirty (30) days past the due date at the rate of fifteen dollars (\$15) per month. The Association may bring an action at law against the owner personally obligated to pay the same, foreclose a lien against the owner's Lot and/or pursue any other legal or equitable remedy. The Association shall be entitled to recover as a part of any action and shall be indemnified against the interest, costs and reasonable attorneys' fees incurred by the Association with respect to any such action. No Lot owner may waive or otherwise escape liability for the charge and lien provided for herein by non-use of the Common Facilities or abandonment of its 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, cost 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.
- 8. <u>Subordination of the Lien to Mortgagee.</u> 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 improvement or purchase money loan. Sale or transfer of any Lot shall not affect or terminate the Dues and Assessment lien.

# ARTICLE V. EASEMENTS

- 1. A perpetual license and easement is hereby reserved in favor of, and granted to, public utility companies, including but not limited to Omaha Public Power District, Metropolitan Utilities District, or any company which has been granted a franchise to provide a cable system within the Lots and their successors and assigns, to erect and operate, maintain, repair and renew buried or underground sewers, water and gas mains and cables, lines or conduits and other electric and telephone utility facilities for the carrying and transmission of electric current for light, heat and power and for all telephone and telegraph and message service and for the transmission of signals and sounds of all kinds including signals provided by a cable television system and the reception on, over, through, under and across a five (5) foot wide strip of land abutting the front and side boundary lines of the Lots; and/or an eight (8) foot wide strip of land abutting the rear boundary lines of all Lots.
- 2. The perpetual easement reserved for the Metropolitan Utilities District of Omaha, their successors and assigns, to erect, install, operate, maintain, repair and renew pipelines, hydrants and other related facilities, and to extend thereon pipes, hydrants and other related facilities and to extend therein pipes for the transmission of gas and water on, through, under and across a five (5) foot wide strip of land abutting all cul-de-sac streets; this license being granted for the use and benefit of all present and future owners of these Lots. No permanent buildings, trees, retaining walls or loose rock walls shall be placed in the easement ways but same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the aforementioned uses or rights granted herein.

3. Other easements are provided in the final plat of Torrey Pine which is filed in the Register of Deeds of Douglas County, Nebraska (Book 2082, Page 396), and the ratification of plate filed with the Register of Deeds of Douglas County, Nebraska (Book 1177, Page 266).

### ARTICLE VI. GENERAL PROVISIONS

- 1. Except for the authority and powers specifically granted to Torrey Pine and its Association's Board of Directors, any owner of a Lot shall have the right to enforce by a proceeding at law or in equity, all reservations, restrictions, conditions and covenants now to hereinafter imposed by the provisions of this Restatement either to prevent or restrain any violation or to recover damages or other dues of such violation. Failure by Torrey Pine and its Association's Board of Directors, or any owner of a Lot, 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 Restatement shall run with and bind the land in perpetuity. This Restatement may be amended by the owners of not less than seventy-five (75%) of the Lots covered by this Restatement.
- Invalidation of any covenant by judgment or court order of a court of competent jurisdiction shall in no way affect any of the other provisions hereof, and the invalidated provision shall retain so much force as the court may allow, which all of the remainder of this Restatement shall remain in full force and effect.

[signature pages follow]

IN WITNESS WHEREOF, The Requisite Number of Owners have caused these presents to be executed this <u>30</u> day of June, 2012 Reba I Harris Judy & Broghamme C Frank Walter Diane Ahern Edward A Ahern

### Acknowledgement

State of Nebraska

S.S.

County of Dorglas

The foregoing instrument was acknowledged before me this

| 3    | چ  | day of         | Jone           | , 2012 |
|------|----|----------------|----------------|--------|
|      |    | (              | month)         |        |
| by : |    |                | •              |        |
|      | (p | rinted name of | person acknowl | edged) |

Reba I. Harris, Sherry Dixon, Lois Jean Stevenson, Elaine K. Jones, Judy R. Broghammer, Kym Rutledge, Mary Haag, Marge Walter, Janis M. Henley, Diane Ahern, Victoria L. O'Brien, Nancy Epstein, Wm. Harris, John M. Dixon, Gary E. Rutledge, Ralph L. Haag, C. Frank Walter, Edward A. Ahren

Notary Public

† Affix Official Notary seal here †

A GENERAL NOTARY-State of Nebraska STEPHAN P. BROGHAMMER My Comm. Exp. August 9, 2012