

PROTECTIVE COVENANTS

The undersigned hereby declare that the following covenants are to run with the land and shall be binding upon all present and future owners of all or any part of the following described real estate until January 1, 2076 or for such longer period as may be expressly provided in this instrument:

Lots One (1) through One Hundred Five (105) in Whispering Timber Estates, a subdivision, as surveyed, platted and recorded in Sarpy County, Nebraska and the unplatted portions of Lots 2, 8A, 9 and 10 Fair Hill Addition, and Tax Lot J 1 B, located in the SE 1/4 of Section 14, T 14, R 13 E of the 6th P.M., as surveyed, platted and recorded in Sarpy County, Nebraska

1. If the present or future owner or owners of any of said lots shall violate or attempt to violate any of these covenants, it shall be lawful for any other person or persons owning any part of said real real estate and/or Fontenelle Forest Association, a Nebraska non-profit corporation, so long as it exists and is the owner of any land that abuts said subdivision or any part thereof, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any of such covenants and either to prevent him or them from so doing or to recover damages or other dues for such violation or both.

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

3. Said lots shall be used only for single family residential purposes.

4. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose, and provided that they are kept confined to the

lot of their owner. The owner of each lot, whether such lot be vacant or improved, shall keep such lot free of trash and debris; and all garbage and trash shall be kept in a closed receptacle while awaiting prompt removal. No outside radio, television or other electronic antenna or aerial shall be erected on any building lot without the written consent of the undersigned.

5. No building, fence, wall, driveway, patio, enclosure, rock garden, swimming pool, dog house, tree house, television antenna, radio antenna, flag pole or other external improvement above or below the surface of the ground shall be erected, placed, altered or permitted to remain on any building plot, nor shall any grading, excavation or tree removal be commenced, until the construction plans and a plot plan showing the location of the structure or improvement have been submitted to Menco Corp., or its assigns, which shall consider such plans and specifications with regard to type, quality and use of exterior materials, exterior design, location of improvements upon the building plot. Any building constituting a single story residence shall contain no less than 1,200 square feet of living area on the main floor; any two story residence shall contain no less than 1,000 square feet of living area on the main floor; any tri-level residence shall contain no less than 1,500 total square feet of living area; provided, that Menco Corp. specifically reserves the right to deny permission to construct any type of structure or improvement which it determines will not conform to its master plan for development of the subdivision. Nothing contained in this paragraph or in Paragraph 6 shall be construed to permit any construction or improvement which is prohibited by the building restrictions contained in Paragraph 15 of these covenants.

6. The approval or disapproval of the undersigned, Menco Corp., or its assigns, as required in these covenants, shall be in writing. Failure of Menco Corp., or its assigns, to give either written approval or disapproval of a submitted plan within thirty (30) days after submission of said plan, by mailing such written approval or disapproval to the last known address of the applicant for approval, as shown on the submitted

plan, shall operate to release such building plot from the provisions of Paragraph 5.

7. All garbage or trash cans outside of dwellings shall be screened from view so as to be not visible from surrounding lots or streets.

8. Automobiles and other self-propelled vehicles parked out of doors upon any of the lots above described or upon the streets in said subdivision, must be in operating condition or else said vehicles may be towed away at the expense of the owners upon the request of any owner of any of the lots above described. All automobiles must be parked either indoors or on hard-surfaced slabs or driveways if parked out of doors. All repair work on automobiles must be done indoors. All boats, campers and trailers must be parked or stored no closer to the street than the existing dwelling on any lot. Neither the dedicated street right of way located between the pavement and the lot line of any residentially zoned lot nor any unimproved lot shall be used for the parking of any vehicle, boat, camper or trailer.

9. All incinerators or trash burners shall be inside a building and shall not be exposed to view from outside of such building.

10. None of said lots shall be subdivided, split or in any manner combined with any other lot or portion of a lot unless the resulting parcel shall contain at least as much square footage of surface area as the smallest lot used in assembling the resulting parcel.

11. A perpetual license and easement is hereby granted to the Northwestern Bell Telephone Company, the Omaha Public Power District, and all public utility companies now or hereafter operating within said subdivision, and their successors and assigns, as provided in the recorded plat of Whispering Timbers.

12. A perpetual license and right is hereby reserved unto and granted to Sanitary and Improvement District No. 102 of Sarpy County, Nebraska, and to the City of Bellevue, Nebraska, and their respective employees, representatives, successors and assigns and the respective employees and representatives of their successors and assigns, to enter upon the lots in said subdivision to construct, reconstruct, repair, maintain, improve and inspect each sewer, and to inspect the sewage thereof or therein.

13. Dwellings shall not be moved from outside of Whispering Timber Estates to any lot within said subdivision.

14. All telephone and electric power service lines from property line to dwelling shall be underground.

15. The following covenants in the nature of building restrictions shall apply to and bind all of the lots in said subdivision and, where applicable, all of the unplatted or other lands and areas within said subdivision:

A. The exposed front foundation wall (and also the wall facing the side street on corner lots) of all main residential structures must be constructed of or faced with brick or simulated brick, stone or stucco. All exposed side and rear concrete block masonry foundation walls must be painted. All driveways must be constructed of concrete, brick, asphalt or laid stone.

B. No structure or improvement of any kind whatsoever, including but not limited to a swimming pool, tennis court, garage or out-building, shall be constructed, placed, installed or maintained on any lot lying north of Child's Road if such structure or improvement is located nearer to the rear lot line of such lot than the rear of the residence situated on such lot; provided, that a patio having not more than 200 square feet of surface area may be constructed immediately adjacent to the residence situated on such lot.

C. No woven-wire or chain link fences shall be located on any lot.

D. Except in cases where the public health or public safety requires, there shall not be removed from any lot lying north of Child's Road any natural vegetation located thereon except (a) such natural vegetation as may be required to be removed so as to permit the construction thereon of a residence (including a garage), driveway and sidewalks and (b) such natural vegetation as may be dead or diseased.

E. After final street grades and final building lot grades have been established and approved by the City of Bellevue, Nebraska, either at or about the time of the final platting of said subdivision or as soon thereafter as is reasonably practicable, the grade of each lot shall not be changed except (a) where such change of grade is required by the public health or the public safety or (b) where such change of grade is required to prevent an existing residence from being endangered; provided, that insubstantial changes in grade may be made in conjunction with the construction of a residence so long as such changes of grade will not result in the removal of any existing living trees having a diameter of more than three (3) inches or of any substantial amounts of other existing vegetation. No change of grade permitted by this covenant shall be made until it has been approved in writing by the City Engineer of Bellevue, Nebraska, or such other official of the City of Bellevue, Nebraska, as the City Council of Bellevue, Nebraska, may designate.

F. All areas of said subdivision other than residential lots and streets shall be left in their natural state insofar as vegetation and grade are concerned, except for insubstantial grade changes and removal of insubstantial amounts of existing vegetation which are incidental to the initial installation of

surface water storm drainage systems in said subdivision. No structure or improvement of any kind whatsoever, except storm drainage structures or improvements shall ever be constructed, placed, installed or maintained on such areas which are not residential lots or streets, it being the express purpose and intention of this covenant to assure that such areas which are not residential lots and streets shall be left permanently and perpetually in their natural state substantially undisturbed, undeveloped and unused. No portion of said subdivision which is not originally shown on the final plat thereof as a residential lot, ever shall be platted or used as a residential lot, for commercial agriculture or for any other purpose which is inconsistent with the express purpose and intention of this covenant as herein set forth.

G. All dirt from any basement excavation which is not to be used and which is not in fact used for backfilling forthwith shall be removed from said subdivision and shall not be deposited anywhere else in said subdivision. All dirt from any basement excavation temporarily awaiting use as backfill shall be covered or otherwise shielded from surface water in such manner as to prevent any portion of such dirt from washing off of the lot from which it originates.

H. After commencement thereof, all permitted construction on any lot shall be prosecuted to completion as diligently as practicable; and no permitted construction may be maintained on any lot for more than twelve (12) months uncompleted.

I. No excess or unused building material may be kept, stored or otherwise maintained on any lot other than for actual use commenced and coincident with permitted construction on such lot; and all such excess or unused building material shall be removed from such lot forthwith upon completion of such construction.

J. The covenants and restrictions contained in this Paragraph 15 shall run with the land and lots affected thereby permanently and perpetually and shall be binding upon the present and and all future legal and beneficial owners and occupants of such land

and lots; and such covenants may be enforced specifically from time to time in any court of competent jurisdiction by appropriate legal or equitable proceedings commenced by (a) any present or future legal or beneficial owner or occupant of land in the subdivision, and/or (b) Fontenelle Forest Association, a Nebraska non-profit corporation, so long as Fontenelle Forest Association exists and is the owner of any land that abuts the subdivision or any portion thereof.

K. The covenants and restrictions contained in this Paragraph 15 are intended, among other things, to benefit and protect Fontenelle Forest, which adjoins said subdivision and such covenants and restrictions always shall be construed, applied and enforced so as to accomplish such intent and purpose.

MENCO CORP., A Nebraska Corporation,

By *Quinn J. Menke*
President

ATTEST:

Robert J. Menke
Secretary

Patricia A. Fitzpatrick
Patricia A. Fitzpatrick

Robert W. Fitzpatrick
Robert W. Fitzpatrick

ATTEST:

COMMERCIAL FEDERAL SAVINGS & LOAN,

Donald J. Rohr
Secretary

By *Jerome J. Jamrog*
Sr. Vice-President

Marlys F. Klanderud
Marlys F. Klanderud

Larry O. Klanderud
Larry O. Klanderud

Betty J. Rohr
Betty J. Rohr

Donald J. Rohr
Donald J. Rohr

Marie Haddix
Marie Haddix

Edward L. Haddix
Edward L. Haddix

Kim Knoke
Kim Knoke

Frank W. Knoke
Frank W. Knoke

Joan M. Kathol
Joan M. Kathol

Martin J. Kathol
Martin J. Kathol

Helen M. Moore
Helen M. Moore

Carolyn B. Day
Carolyn B. Day

STATE OF NEBRASKA)
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COUNTY OF SARPY)

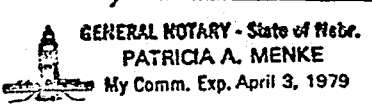
On this 18 day of March, 1976, before me a Notary Public, duly commissioned and qualified in and for said County, personally came the above named Duane H. Menke and Robert F. Menke, who are personally known to me to be the identical persons whose names are affixed to the above Protective Covenants, as President and Secretary of Menco Corp.; they acknowledged the instrument to be their voluntary act and deed and the voluntary act and deed of said corporation.

WITNESS my hand and official seal in said County on the date aforesaid.

Patricia A. Menke
Notary Public

My commission expires the 3 day of April, 1979.

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COUNTY OF SARPY)

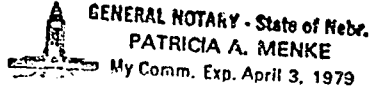


On this 18 day of March, 1976, before me, the undersigned, a Notary Public, duly commissioned, qualified for and residing in said county, personally came Robert W. Fitzpatrick and Patricia A. Fitzpatrick, husband and wife, known to be the identical person whose name is affixed to the foregoing instrument and acknowledged the same to be their voluntary act and deed.

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

Patricia A. Menke
Notary Public

My commission expires the 3 day of April, 1979.



STATE OF NEBRASKA)
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COUNTY OF SARPY)

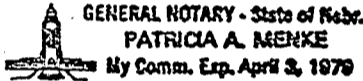
On this 18 day of March, 1976, before me a Notary Public, duly commissioned and qualified in and for said County, personally came the above named Jerome J. Jamrog and Donald L. Schinzel, who are personally known to me to be the identical persons whose names are affixed to the above Protective Covenants, as Senior Vice President and Secretary of Commercial Federal Savings and Loan; they acknowledged the instrument to be their voluntary act and deed and the voluntary act and deed of said corporation.

WITNESS my hand and official seal in said County on the date aforesaid.

Patricia A. Menke
Notary Public

My commission expires the 3 day of April, 1979.

STATE OF NEBRASKA)
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COUNTY OF SARPY)



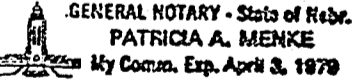
On this 18 day of March, 1976, before me, the undersigned, a Notary Public, duly commissioned, qualified for and residing in said county, personally came Larry O. Klanderud and Marlys F. Klanderud, husband and wife, known to be the identical persons whose names are affixed to the foregoing instrument and acknowledged the same to be their voluntary act and deed.

Witness my hand and official seal in said County on the date aforesaid.

Patricia A. Menke
Notary Public

My commission expires the 3 day of April, 1979.

STATE OF NEBRASKA)
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COUNTY OF SARPY)

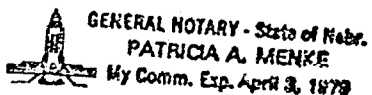


On this 18 day of March, 1976 before me, the undersigned, a Notary Public, duly commissioned, qualified for and residing in said county, personally came Donald J. Rohr and Betty J. Rohr, husband and wife, known to be the identical persons whose names are affixed to the foregoing instrument and acknowledged the same to be their voluntary act and deed.

Witness my hand and official seal in said County on the date aforesaid.

Patricia A. Menke
Notary Public

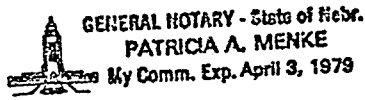
My commission expires the 3 day of April, 1979.



STATE OF NEBRASKA)
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COUNTY OF SARPY)

On this 18 day of March, 1976, before me, the undersigned, a Notary Public, duly commissioned, qualified for and residing in said county, personally came Edward L. Haddix and Marie Haddix, husband and wife, known to be the identical persons whose names are affixed to the foregoing instrument and acknowledged the same to be their voluntary act and deed.

Witness my hand and official seal in said County on the date aforesaid.



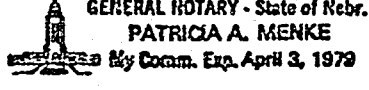
Patricia A. Menke
Notary Public

My commission expires the 3 day of April, 1979.

STATE OF NEBRASKA)
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COUNTY OF SARPY)

On this 18 day of March, 1976, before me, the undersigned, a Notary Public, duly commissioned, qualified for and residing in said county, personally came Frank W. Knoke and Kim Knoke, husband and wife, known to be the identical persons whose names are affixed to the foregoing instrument and acknowledged the same to be their voluntary act and deed.

Witness my hand and official seal in said County on the date aforesaid.



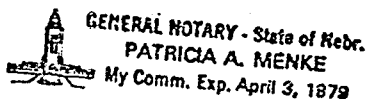
Patricia A. Menke
Notary Public

My commission expires the 3 day of April, 1979.

STATE OF NEBRASKA)
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COUNTY OF SARPY)

On this 18 day of March, 1976, before me, the undersigned, a Notary Public, duly commissioned, qualified for and residing in said county, personally came Martin J. Kathol and Joan M. Kathol, husband and wife, known to be the identical persons whose names are affixed to the foregoing instrument and acknowledged the same to be their voluntary act and deed.

Witness my hand and official seal in said County on the date aforesaid.



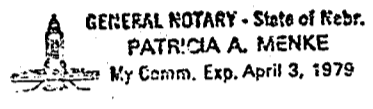
Patricia A. Menke
Notary Public

My commission expires the 3 day of April, 1979.

STATE OF NEBRASKA)
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COUNTY OF SARPY)

On this 18 day of March, 1976, before me, the undersigned, a Notary Public, duly commissioned, qualified for and residing in said county, personally came Helen M. Moore, a widow, known to be the identical person whose name is affixed to the foregoing instrument and acknowledged the same to be her voluntary act and deed.

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



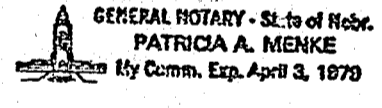
Patricia A. Menke
Notary Public

My commission expires the 3 day of April, 1979.

STATE OF NEBRASKA)
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COUNTY OF SARPY)

On this 18 day of March, 1976, before me, the undersigned, a Notary Public, duly commissioned, qualified for and residing in said county, personally came Caroline B. Day, a widow, known to be the identical person whose name is affixed to the foregoing instrument and acknowledged the same to be her voluntary act and deed.

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



Patricia A. Menke
Notary Public

My commission expires the 3 day of April, 1979.