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**WOODLAND PLAZA ADDITION
PROTECTIVE COVENANTS**

KNOW ALL PERSONS BY THESE PRESENTS:

A. The undersigned ("Owner") is the titleholder of record of the following described real estate:

Block 2, Lots 1-10; Block 3, Lots 1-5; Block 5, Lots 3-13; Block 6, Lots 1-14; Block 7, Lots 1-6; Block 8, Lots 1-11; located in Woodland Plaza Addition, Hickman, Lancaster County, Nebraska (the "Property").

B. Owner has final platted and subdivided the Property for residential building sites; and

C. Owner desires to establish a uniform plan for the residential development of the Property.

NOW THEREFORE, Owner does hereby create, establish and adopt the following covenants and restrictions against and upon the Property:

1. DEFINITIONS:

(A) As used herein the term "Lot" or "Lots" shall be deemed to mean all single family Lots now or hereafter located on the Property which are shown on the Final Plat for Woodland Plaza Addition.

(B) The term, "Lot Owner," shall be deemed to mean the owners of record of any Lot.

2. USE: No Lot nor any dwelling hereafter placed or constructed on any Lot shall be used for any purpose other than for single family residential purposes.

3. COMPLETION OF CONSTRUCTION: Any building placed or constructed upon any Lot shall be completed within twelve months after the commencement of construction. Any dwelling must be constructed in conformance with the Hickman Municipal Code including, but not limited to, its zoning, subdivision and building regulations.

4. ANTENNAS: No wiring or antenna for electrical power, telephone, television, radio, or any other use shall be permitted above ground, except underground or within a building. One small

satellite dish shall be permitted subject to the requirements of paragraph 8(D).

5. APPROVAL OF PLANS: Plans for any dwelling structure to be placed or constructed upon any Lot shall be submitted to Owner for approval prior to construction and shall show the design, size, exterior color, exterior material and plot plan for the building or improvement. One set of plans shall be left on permanent file with Owner. Construction of the building or improvement shall not be commenced unless and until written approval of the plans has been secured from Owner. Written approval or disapproval of the plans shall be given by Owner within thirty (30) days after receipt thereof. Approval of the plans shall not be unreasonably withheld and, upon disapproval, a written statement of the grounds for disapproval shall be provided. Owner shall have the exclusive right to approve or disapprove the plans if, in Owner's sole opinion, the plans do not conform to the general standard and overall development characteristics of the Property. The written approval by Owner of any plans shall be binding upon all Lot Owners. Lot Owners shall obtain written approval from Owner for any modifications to the original plans after Lot Owners receive Owner's initial approval.

6. GRADING AND EROSION CONTROL:

- (A) Grading: Owner or its assignees shall have the exclusive right to establish all grades and slopes upon all Lots and to fix the grade at which any building or other improvement shall be placed or constructed upon any Lot in conformity with the general plan for the development of the Property. Once such grades, slopes and/or contours have been established by Owner, they shall not be changed in connection with the construction of any building or other improvement on a Lot without written permission from Owner, but in no event will any such lot be graded or sloped so as to change the flow of surface waters to or from adjoining lots. Any dwelling placed or constructed upon a Lot by a Lot Owner shall comply with the "Lowest Allowable Building Opening Elevation" set forth on the Final Plat approving such Lot and shall be constructed in conformance with the Hickman Municipal Code including, but not limited to, its zoning, subdivision and building regulations.
- (B) Erosion Control: Each Lot Owner shall be responsible for implementing and maintaining adequate erosion control measures on its Lot. The adequacy of erosion measures on a lot shall be subject to continual review during construction and until sod or seeding has been established on the Lot as required by paragraph 8(E). Owner shall have the right to require any Lot Owner to maintain silt fences, straw bales or other additional measures if soil is observed to be eroding onto abutting lots, sidewalk or into any street, or storm sewer swale. In the event any Lot Owner fails or refuses to perform any required implementation or maintenance of erosion control measures, Owner, after twenty-four (24) hours notice to the Lot Owner in default, may perform the required work or maintenance. The actual cost of performing the work or maintenance, together with a ten percent (10%) administrative fee, shall be the personal obligation of the Lot Owner who failed to perform their obligations,

shall bear interest at the rate of fourteen percent (14%) per annum and shall be a lien upon the lot assessed.

7. GENERAL STANDARDS FOR DWELLING STRUCTURES: The following general standards of development shall guide Owner in the review of any plans for dwelling structures submitted for approval within the Property. These standards shall not be relied upon, interpreted or applied as absolute requirements for plan approval. Owner shall have the right, in its sole and absolute discretion, to modify the application and interpretation of these standards when exercising its plan approval authority. Owner shall have the right to reduce, increase or otherwise explicitly modify these standards within subsequent additions to the Property.

(A) Minimum Floor Area: The minimum floor area for any dwelling exclusive of basements, garages, porches, patios, decks or enclosed decks shall be as follows:

- i. Single Story Ranch Style: 1,100 sq. ft.
- ii. Two Story: 1,500 sq. ft.
- iii. Multi-level / Split Entry: 1,100 sq. ft.

(B) Setbacks: Setbacks of dwellings from the lot lines are established as follows:

- i. Interior Lots: 30 feet from front lot line, 10 feet from side lot line.
- ii. Corner Lots: 30 feet from front lot line and from other street side and 10 feet from side lot line.

Front line for corner lots to be determined by Owner. Owner shall also have the right to vary the setbacks with the limits established by the Hickman Municipal Code zoning ordinances.

(C) Exterior Finish:

- i. Approval: All exterior finish materials and colors, except for earth tones, shall be approved by Owner.
- ii. Roofing Materials: Roofing materials shall be equal to or better than an architectural-grade shingle, which provides an appearance of depth such as the Horizon shingle.

(D) Attached Garage: All dwellings shall have at least a full size, two stall attached garage, which shall not exceed the height of the dwelling.

(E) Solar Panels: Any active solar panels shall be flush with the roof or sidewall of a dwelling and shall not be located in any required yard or upon any accessory

structure.

- (F) Opening Elevations: The opening elevations for accessing structures and improvements shall comply with the minimum elevation established for each individual lot as required by the City of Hickman, Nebraska.

8. GENERAL STANDARDS FOR IMPROVEMENTS AND STRUCTURES OTHER THAN DWELLINGS: The following general standards shall be satisfied in the construction and installation of improvements and structures other than the dwelling. Written approval for other improvements and structures is not required but shall comply with these standards.

- (A) Fencing: Fencing shall not be constructed closer to the street than the front elevation of the dwelling and shall be constructed with the finished side facing the lot line. No livestock-type fencing material shall be used for construction of a fence within the Property. Any and all fences must comply with all applicable codes or ordinances of the City of Hickman.
- (B) Accessory Structures: Accessory structures such as storage sheds and playhouses shall be constructed of compatible and similar materials and design with the dwelling. These structures shall not exceed 120 square feet, be more than 10 feet in height, and shall not be located in the front or side yard setback or within 10 feet of any lot line.
- (C) Dog Kennels: Any dog run or kennel shall be adequately screened from view and shall not be located in the front yard or within 10 feet of any lot line. Dog runs and kennels shall not be located in the front yard or side yard setback.
- (D) Satellite Dish: Any satellite dish shall be located and screened so as to be as unobtrusive as is reasonably possible.
- (E) Landscaping: All front, side and rear yard areas shall be sodded or have seeding established within six (6) months after completion of any dwelling constructed within the Property.
- (F) Opening Elevations: All dwelling opening elevations shall comply with the minimum elevation established for each individual lot as required by the City of Hickman, Nebraska.

9. CITY REQUIREMENTS: All buildings within the Property shall be constructed in conformity with the requirements of the applicable building codes of the City of Hickman, Nebraska. Each Lot Owner shall install and maintain sidewalks for the Lot and such sidewalks shall be constructed and paid for by such Lot Owner upon the earlier date of: (i) the construction of a single family residence on such Lot; or (ii) whenever required by the City of Hickman.

10. TEMPORARY STRUCTURES: No partially completed dwelling or temporary building and no trailer, tent, shack, or garage on any Lot shall be used as either a temporary or permanent residence.

11. NUISANCE: No noxious or offensive activity shall be conducted or permitted upon any Lot, nor shall anything be done thereon which is or may become an annoyance or nuisance to the neighborhood and/or adjoining Lots or which endangers the health or unreasonably disturbs the quiet of the owners and occupants of adjoining lots.

12. SIGNS: No advertising signs, billboards, or other advertising devices shall be erected, placed or permitted on any Lot larger than 24 inches by 36 inches. However, Owner may erect signs of any size advertising Lots for sale, and a sign advertising a single lot for sale may be erected upon any Lot.

13. ANIMALS: No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot for any commercial purpose.

14. RECREATIONAL VEHICLES: No recreational vehicle, as defined by the Hickman Municipal Code, shall be parked or stored upon any Lot, except within an enclosed structure. Recreational vehicles may be temporarily parked or stored upon a Lot for a period of time not to exceed 14 days per year.

15. CONSTRUCTION VEHICLES AND ROLLOFF SERVICE: Owner may designate and enforce locations through and over which all construction vehicles shall enter and exit the Property during development. Owner shall also have the exclusive right to designate a single provider of rolloff service within the Property. The purpose of designating a single provider is to limit and control the number of service trucks operating within the Property.

16. REFUSE SERVICE: Owner appoints Niederhaus Bros. Refuse as the designated trash hauling service for Woodland Plaza Addition.

17. MISCELLANEOUS.

(A) Owner may, at any time, add contiguous similarly developed real estate to the Property. Such additions shall be made by Owner's recordation of an addendum adding the legal description of such additional real estate to the definition of "Property" contained in these Protective Covenants at the Register of Deeds, Lancaster County, Nebraska, thereby subjecting the additional real estate to the covenants and restrictions of these Protective Covenants.

(B) Woodland Plaza, LLC shall have the power to assign any or all of its rights as Owner in these Protective Covenants to a successor or assign at such time as Owner deems appropriate. Woodland Plaza, LLC, or its successor or assign, may terminate its status as Owner under these Protective Covenants in its entirety, at any time, by filing a Notice of Termination of Status as

Owner.

(C) These covenants and restrictions shall run with the Property and shall be binding upon and enforceable by Owner and any Lot Owner and their respective heirs, personal representatives, successors and assigns for a period of twenty-five (25) years from and after the date of recordation of these covenants and restrictions with the Register of Deeds of Lancaster County, Nebraska, and shall be automatically extended for successive periods of ten (10) years thereafter.

(D) The enforcement of these covenants and restrictions shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any provisions hereof. Such proceedings may be to restrain such violation or to recover damages or to enforce the payment of any assessment or any lien or obligation created hereby. If any action is brought in any court to enforce the terms or provisions of any of these covenants, or to collect any unpaid assessment against any Lot, then if the person instituting such proceeding is successful, that person shall also be entitled to an award of all costs and fees (including reasonable attorneys fees) incurred in connection with such proceeding.

(E) Any instrument amending, modifying, abrogating or canceling these Protective Covenants must be recorded before it shall be effective.

(F) The invalidation of any one of the covenants and restrictions shall not affect the validity of the remaining provisions hereof which shall remain in full force and effect.

18. MANDATORY WIRING SPECIFICATIONS. Windstream Nebraska Inc. is the incumbent Local Exchange Carrier for Woodland Plaza Addition. Voice and Broadband services are provided to new homes via fiber rather than copper cable. Therefore, certain mandatory wiring specifications must be followed to avoid additional costs. The minimum wiring requirements for "Fiber to the Premise" ("FTTP") are as follows:

- (A) Space for Optical Network Terminal ("ONT"). A minimum of three square feet (2'W x 1.5'H) of exterior wall space, as close as feasible to the power meter base.
- (B) Interior Space for the Power Supply/Back-up Battery. A minimum of one square foot (1' x 1') within 50 feet wire length of the ONT location.
- (C) Dedicated AC Power Outlet. The power supply for the ONT requires a standard 120-volt connection that utilizes approximately 28-30 watts of power. The power outlet must be within 8 feet of the Power Supply/Back-Up Battery.
- (D) Short Sleeve/Conduit for connecting ONT to Power Supply. A single 1" diameter Electrical Grade PVC sleeve is required with sufficient length to attach to a conduit body, such as a locknut bushing coupling.

19. HOMEOWNERS ASSOCIATION. Every person or entity who owns a lot within the Property shall be a member of Woodland Plaza Addition Homeowners Association (the "Corporation"). However, any person or entity who holds such interest merely as security for the performance of an obligation shall not be a member.

20. MANAGING AGENT. Owner or the Corporation may contract for the performance of any of the Corporation's rights, obligations or responsibilities with any entity or individual ("Managing Agent"). The Managing Agent shall exercise such authority which may be granted by Owner or Corporation. The fee charged by the Managing Agent shall be a common expense of the members.

21. MEMBERSHIP. The Corporation shall have two classes of membership:

- (A) Class A membership shall include all members of the Corporation except Owner and any successor in interest. Each Class A member of the Corporation shall be entitled to all the rights of membership and to one vote for each lot.
- (B) Class B membership shall include only Owner and any successor in interest. The Class B member shall be entitled to two votes for each lot. However, the Class B membership shall be converted to Class A membership when the total number of votes entitled to be cast by Class A members equals the total number of votes entitled to be cast by the Class B member.

22. CONVEYANCE OF COMMONS. Owner shall convey the common areas, if any, as determined by Owner, if any (the "Commons"), to the Corporation, free from encumbrance, but subject to easements and restrictions then of record and any requirements of the town of Hickman within one year after the conversion of Class B membership to Class A membership.

23. USE OF COMMONS. Each member of the Corporation shall have the right to use and enjoy the Commons as established by the rules, regulations and requirements of the Corporation and shall have an easement upon the Commons for the use thereof, which shall be appurtenant to the interest requisite for membership.

24. RIGHTS IN COMMONS. The rights and easements of the members of the Corporation shall be subject to:

- (A) The right of the Corporation to borrow money for the purpose of improving the Commons and to mortgage the Commons. In the event of default, the mortgagee shall have the right, after taking possession of the Commons, to charge admission and other fees as a condition of the continued use of any recreational facilities within the Commons by the members, and to open the facilities to a wider public until the mortgage debt is satisfied. Any mortgage of the Commons shall be approved by the affirmative vote of two-thirds of each class of members entitled to vote, present in person or by proxy, at a regular meeting of the members or at a special meeting of the

members, if notice of the proposed mortgage is contained in the notice of the special meeting.

- (B) The right of the Corporation to take any steps reasonably necessary to protect the Commons against foreclosure.
- (C) The right of the Corporation to suspend the enjoyment of the facilities by any member for any period during which an assessment remains unpaid, and for a period not to exceed 30 days for any infraction of the published rules and regulations governing the use of the facilities.
- (D) The right of an abutting member of the Corporation to landscape and establish a garden space upon the Commons consistent with the rules, regulations and requirements of the Corporation.
- (E) The right of the Corporation to charge reasonable admission and other fees for the use of the facilities.
- (F) The right of the Corporation to dedicate or convey all or any part of the Commons to any public entity.

25. CORPORATION RESPONSIBILITIES. The Corporation covenants and each member of the Corporation, by acceptance of a deed by which the interest requisite for membership is acquired, shall be deemed to covenant to maintain the Commons to the extent not otherwise provided for by these Covenants, as well as maintaining public areas within the Property and all roadways other than those on a specific lot or otherwise maintained by Hickman or Lancaster County, which Covenants by the members shall be satisfied by the payment of annual and special assessments for the administration, maintenance or improvement of the Commons.

26. LIEN DUES AND ASSESSMENTS. The lien of any dues or special assessment shall, until shown of record, be subordinate to the lien of any mortgage placed upon the lot against which the assessment is levied.

27. ANNUAL ASSESSMENTS AND LIENS. Annual dues and special assessments, other than for capital improvements, may be levied by the Board of Directors of the Corporation. Any special assessment for capital improvements may be rejected at any time within 30 days of the notice of the levy by the vote of a majority of each class of members affected and entitled to vote, at a regular meeting of the members or at a special meeting of the members, if notice of a special assessment is contained in the notice of the special meeting.

The members shall pay annual dues and special assessments to the Corporation or Managing Agent as billed. Each member's dues shall be determined on an annual basis for each fiscal year, prorating a fractional year which may occur by issuance of a building permit for any dwelling. The

amount of annual dues shall be based upon an estimate of the Corporation's costs for administration, maintenance and improvement of the Commons and each member shall pay the annual dues so established in advance. At the end of each fiscal year, a statement of the total year's Common's operating costs may be presented to the members of the Corporation and the members shall pay any excess charge to the Corporation within thirty (30) days of the statement.

(A) Budgets. The Corporation or Managing Agent may prepare, and make available to each member a pro forma operating statement (budget) containing: (1) estimated revenue and expenses on an accrual basis; (2) the amount of any cash reserves of the Corporation currently available for replacement or major repair of the Commons and other public areas and roadways, in or surrounding the Property other than those maintained by Hickman or Lancaster County or which exist on a lot (the "Roads"), and for contingencies; (3) an itemized estimate of the remaining life of, and the methods of funding to defray repair, replacement or additions to, major components of the Commons and the Roads; and (4) a general statement setting forth the procedures used by the Corporation in the calculation and establishment of reserves to defray the costs of repair, replacement or additions to major components of the Commons and the Roads.

(B) Additional Charges. In addition to any amounts due or any other relief or remedy obtained against a member who is delinquent in the payment of any dues or assessments, each member agrees to pay such additional costs, fees, charges and expenditures ("Additional Charges") as the Corporation or Managing Agent may incur or levy in the process of collecting from each member monies due and delinquent. All Additional Charges shall be included in any judgment in any action brought to enforce collection of delinquent dues or assessments. Additional Charges shall include, but not be limited to, the following:

- i. Attorney's Fees. Reasonable attorney's fees and costs incurred in the event an attorney(s) is employed to collect any dues, assessment or sum due, whether by suit or otherwise;
- ii. Late Charges. A late charge in an amount to be fixed by the Corporation to compensate the Corporation for additional collection costs incurred in the event any dues, assessment or other sum is not paid when due or within any "grace" period. The late charge shall not exceed ten percent (10%) of the delinquent assessment or twenty dollars (\$20), whichever is greater;
- iii. Costs of Suit. Costs of suit and court costs incurred as allowed by the court;
- iv. Filing Fees. Costs of filing notice of lien in the Office of the Register of Deeds;

- v. Interest. Interest on all dues and assessments at the rate of 14% per annum, commencing thirty (30) days after the assessment becomes due; and
 - vi. Other. Any other costs that the Corporation may incur in the process of collecting delinquent dues and assessments.
- (C) Lien. The dues and assessments shall be the personal obligation of the member who is the owner of the lot assessed at the time of the assessment and when shown of record shall be a lien upon the lot assessed.
- (D) Fines. The Corporation may create a schedule of fines for violation of Corporation rules and regulations which fine shall be treated and billed as a special assessment to the offending member's lot.

28. ADDITIONS. Owner may add additional contiguous or adjacent real estate to the Properties or the Commons, at any time, without the consent of the members of the Corporation. Additions shall be made by the execution and recordation of Restrictive Covenants upon the additional real estate, making the addition subject to these Restrictive Covenants; provided the general standards set forth in paragraphs 5 and 6 may be reduced, increased or otherwise modified within any such addition.

IN WITNESS WHEREOF, the undersigned, being Owner herein, have hereunto executed this document on the dates hereafter noted.

WOODLAND PLAZA, LLC

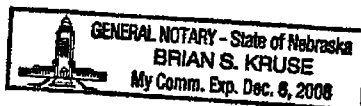
By: Scott Niederhaus
Scott Niederhaus, its Manager

2-21-07

STATE OF NEBRASKA)
)ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me on this 21 day of February, 2007 by Scott Niederhaus, Manager of Woodland Plaza, LLC, a Nebraska limited liability company.

SEAL



Brian S. Kruse
Notary Public

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Pls record and return to:
Britt J. Ehlers
Rembolt Ludtke LLP
1201 Lincoln Mall, Ste 102
Lincoln, NE 68508