

PROTECTIVE COVENANTS

The undersigned, CEDEVCO, INC., a Nebraska corporation (hereinafter referred to as "Declarant" or "Developer"), being the owner of Lots 71 through 292, inclusive, all in SPRINGBROOK, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska, does hereby create, adopt, declare and establish the following restrictions upon the above described properties.

1. Permitted Uses. No lot shall be used except for residential purposes, schools or churches. No home shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two stories in height with an attached private garage for not less than two or more than three automobiles. No obnoxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance.

2. Setbacks and Side Yards. All setbacks, side yards and rear yard requirements shall conform to applicable laws and ordinances.

3. Prohibited Structures. With the exception of temporary sales offices operated by the Declarant, its successors or assigns, no structure of a temporary character, trailer, basement, tent, shack, storage shed, detached garage, barn or other outbuildings shall be permitted.

4. Animals. No animals, livestock or poultry of any kind shall be raised, bred, kept on any lot except dogs, cats or household pets maintained within the dwelling, provided that they are not kept, bred or maintained for any commercial purpose.

5. Fences and Dog Runs. Fences shall not be located on any lot nearer to the street than the structure located on said lot. Any fence installed on any Lot by the Developer shall be maintained by the owner of such Lot, at the owner's sole expense and the owner shall keep such fence in good order and repair and replace the same with the same style and equal quality fence when and if reasonably necessary. Owner, if approved pursuant to the requirements of paragraph 14, Architectural Control, may install fencing perpendicular to perimeter fencing only. Chain link fencing is not permitted in any instance. No dog runs shall be permitted.

6. Moved Dwellings. Existing houses from other locations or houses built in another location may not be moved or placed on any lot within this subdivision without the written consent of the Developer or its designee.

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, B, or C, 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.

8. Sidewalks. Portland Cement Concrete public sidewalks four feet wide by four inches thick shall be constructed in front of each building lot and along the street side of each corner lot. The sidewalks shall be placed four feet back of the street curb line.

9. Conform to Zoning. All structures, including driveways, sidewalks and patios placed upon the above property shall conform to the zoning requirements of the City of Omaha and the building code requirements of the City of Omaha.

10. Signs/Model Homes. No sign, billboard or other structure for advertising or the display of advertising material of any kind shall be erected, altered, placed or permitted to remain on any lot except that real estate signs shall be permitted temporarily. Developer and/or its designee may however, permit such signs as may be reasonably necessary for the operation and advertisement of model homes. Model homes may be maintained by the Declarant notwithstanding the fact there are no longer any vacant lots within the subdivision for sale.

11. Boats and Trailers. With the exception of temporary sales offices operated by the Declarant, its successors or assigns, no boat, camper, trailer or similar chattel will be maintained on any lot, other than in an enclosed structure, for more than seven (7) days within any calendar year; and no automobile, motorcycle, truck or other vehicle will be repaired, torn down or stored on any lot, other than in an enclosed structure. No boat, camper, trailer, motor home, semi-trailer, tractor, truck or other similar vehicle or chattel shall be parked or left on any street within the subdivision.

12. Outside Antennae Prohibited. No outside radio, television, ham broadcasting, earth station, satellite dish or other electronic antenna or aerial shall be erected or placed on any structure or on any lot. If used, any such antenna or aerial shall be placed in the attic of the house, or in any other place in the house where it will be concealed from public view from any side of the house. The foregoing notwithstanding, any earth station, satellite dish or other electronic antenna or aerial specifically exempted from covenant enforcement by court or governmental agency order shall be maintained in accordance with the strictest interpretation or condition for such use as may be permitted by such order.

13. Sod. A minimum of 3,000 square feet of sod shall be laid in all yards.

14. Architectural Control. No building, fence, wall, driveway, patio, patio enclosure, rock garden, swimming pool, dog house, dog run, flagpole or other external improvement above or below the surface of the ground shall be erected, placed, altered or permitted to remain on any lot, nor shall any grading excavation or tree removal be commenced until the construction plans and specifications, a site grading plan and a plot plan showing the location of the structure or improvement have been approved in writing by Developer, or any person, firm, corporation, partnership or entity designated in writing by Developer, 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, and proposed finished grades; provided that Developer and its designee specifically reserve the right to deny permission to construct any type of structure, or improvement which it determines will not conform to the master plan for development of the subdivision. The approval or disapproval of the undersigned Developer, or its designee as required in these Covenants shall be in writing. Failure of the Developer or its designee to give either written approval or disapproval of a submitted plan within thirty (30) days after the submittal 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 as disapproval

of the plan as submitted. The restrictions of this paragraph shall terminate when the last lot has a completed dwelling sold, closed and conveyed to a third-party purchaser.

15. Utility, Pipeline and Other Easements. Easements encumber some or all of the real property within Springbrook, which include but are not limited to the following:

a. a perpetual easement is hereby reserved in favor of and granted to the Omaha Public Power District, Qwest Communications, and any company which has been franchised to provide a cable television system in the area to be subdivided, their successors and assigns, to erect, operate, maintain, repair and renew underground poles, wires, cables, conduits and other related facilities, and to extend thereon wires or cables for the carrying and transmission of electric current for light, heat and power 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-foot (5') wide strip of land abutting all front lot lines and all side boundary lot lines;

b. an eight-foot (8') wide strip of land abutting the rear boundary lines of all interior lots; and a sixteen-foot (16') wide strip of land abutting the rear boundary lines of all exterior lots. The term exterior lots is herein defined as those lots forming the outer perimeter of the above-described addition. Said sixteen-foot (16') wide easement will be reduced to an eight-foot (8') wide strip when the adjacent land is surveyed, platted and recorded;

c. a perpetual easement is hereby granted to the Metropolitan Utilities District, their successors and assigns, to erect, install, operate, maintain, repair and renew pipelines, hydrants and other related facilities, and to extend thereon pipes for the transmission of gas and water on, through, under and across a five-foot (5') wide strip of land abutting all cul-de-sac streets; and

d. other easements, as may be designated on any plat of Springbrook, or replat thereof or in a separate easement document, including but not limited to the following: a permanent easement and right-of-way that has been granted to Metropolitan Utilities District of Omaha affecting portions of Lots 44, 70, 88, 92 - 98, inclusive, and 288 - 292, inclusive, all in SPRINGBROOK, as more particularly depicted on the easement document recorded of record with the Douglas County Register of Deeds; and a permanent easement and right-of-way that has been granted to Metropolitan Utilities District of Omaha affecting portions of Lot 268, in SPRINGBROOK, as more particularly depicted on the easement document recorded of record with the Douglas County Register of Deeds; a permanent sixty (60') foot wide gas pipeline easement granted to Magellan Pipeline affecting portions of Lots 111-112, 233, 235 - 258, inclusive, all in SPRINGBROOK, as more particularly depicted on the plat of SPRINGBROOK and any separate easement document; a permanent twenty (20') wide sanitary sewer easement has been granted as depicted on the plat of SPRINGBROOK and in the separate easement document recorded with the Douglas County Register of Deeds at Book 1355 Page 692 and 697, affecting portions of Lots 112 - 132, inclusive, all in SPRINGBROOK; a permanent ten (10') foot wide storm sewer and drainageway easement has been granted to Douglas County, Nebraska, Sanitary & Improvement District No. 504 of Douglas County, Nebraska and the City of Omaha affecting portions of Lots 288 and 289, in SPRINGBROOK, as more particularly depicted on the plat of SPRINGBROOK; a permanent noise attenuation easement has been granted affecting portions of Lots 259, 262-266, inclusive, 288 - 292, inclusive, all in SPRINGBROOK, as more particularly depicted on the plat of SPRINGBROOK, and no structures, patios, decks, swing sets, playgrounds, pools, etc. shall be located in such easement area; a permanent forty (40') foot wide storm sewer and drainageway easement has been granted to Douglas County, Nebraska, Sanitary & Improvement District No. 504 and the City of Omaha affecting portions of Lots 260 and 261, in SPRINGBROOK, as more particularly depicted on the plat of SPRINGBROOK;

e. Direct vehicular access will not be allowed to 72nd Street, 78th Street, or Girard Street from any lot abutting any of said streets and also from Lots 263, 264 and 270, SPRINGBROOK, to Weber Street;

f. positive drainage over the storm sewer and drainageway easements between lots 260 and 261 and Lots 288 and 289, in SPRINGBROOK shall be perpetually maintained by the owners of such Lots.

No permanent buildings or retaining walls or loose rock walls shall be placed in the said easement ways, but the same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the aforesaid uses or rights herein granted.

16. Remedy on Violation. If the parties hereto or any of their heirs, successors or assigns shall violate or attempt to violate any of the covenants or restrictions herein, it shall be lawful for any person or persons owning any other lots in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant or restriction, and either prevent him or them from so doing or to recover damages for such violation.

17. Severability. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

18. Binding on Successors. The covenants and restrictions herein contained shall run with the land, and shall be binding upon all persons for a period of twenty-five (25) years from the date hereof. Each of the covenants herein contained is several and separate from the other covenants, and invalidity of any covenant shall not affect the validity of any other provision of this instrument.

19. Enforcement by Developer. Nothing herein contained shall in any way be construed as imposing upon the Developer or any of the undersigned any liability, obligation or requirement to enforce this instrument or any of the provisions contained herein.

20. Amendments. For a period of ten (10) years following the date hereof, Developer shall have the exclusive right to amend, modify or supplement all of any portion of these Protective Covenants from time to time by executing and recording one or more duly acknowledged Amendments to Protective Covenants in the Office of the Register of Deeds of Douglas County, Nebraska. Thereafter, these covenants may be amended, supplemented or modified from time to time by recording one or more Amendments to Protective Covenants in the Office of the Register of Deeds of Douglas County, Nebraska duly executed and acknowledged by all owners of at least seventy-five (75%) percent of the lots subject to these Protective Covenants. Such amendments may include, among other things, the inclusion of additional properties to these Protective Covenants, an extension of the time for which these covenants are to run and the formation of a homeowners association with the right to levy assessments against each lot for the purpose of promoting and maintaining the general aesthetic appearance and upkeep of the entire area, maintaining any entrance areas and otherwise promoting and sustained the association's business.

21. In the event that a homeowners association is formed pursuant to Paragraph 20, above, the owners of each Lot subject to this Declaration shall be members. Membership shall be appurtenant to and may not be separated from ownership of any Lot. Each Lot shall have one (1) vote. Said Homeowners Association shall have only those powers granted in its Articles of Incorporation and, such powers granted shall not exceed the following: enforcing the covenants, maintaining any entrance areas to the subdivision and otherwise promoting and maintaining the general aesthetic appearance and upkeep of the subdivision. Said Association shall have the right to levy assessments against each Lot which shall be used exclusively without any part of the net earnings enuring to the private benefit of any of its members for the limited purposes set forth in the Association's Articles of Incorporation. The lien of any assessment shall be subordinate to the lien of any first mortgage but shall not be extinguished by the sale or transfer of said Lot, except a sale pursuant to a mortgage foreclosure or any procedure in lieu thereof which shall extinguish such lien as may have become due prior to such sale or transfer. The Association's Articles of Incorporation and By-Laws to the extent not inconsistent herewith shall be incorporated herein by this reference. In the event of any conflict, then the Declaration shall prevail.

22. Waiver for Hardship. Until such time as all lots are improved, Developer shall have the right in its discretion to waive any one or more of the covenants, conditions or restrictions herein contained for hardship or other cause.

Dated this 18 day of April 2005.

CEDEVCO, INC., Declarant,

By 
GALE L. LARSEN, President

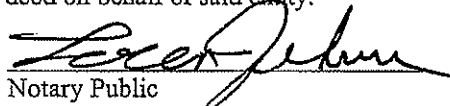
STATE OF NEBRASKA)

) ss.

COUNTY OF DOUGLAS)

On this 18 day of April 2005, the foregoing instrument was acknowledged before me by Gale L. Larsen, President acting on behalf of CEDEVCO, INC., known personally to me, who acknowledged such act to be his voluntary act and deed on behalf of said entity.




Notary Public

FIRST AMENDMENT TO PROTECTIVE COVENANTS

THIS AMENDMENT TO PROTECTIVE COVENANTS is made the date hereinafter set forth by Cedecco, 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 Cedecco, 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

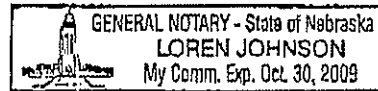
CEDEVCO, INC., a Nebraska corporation,

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 7th 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.

