

WASHINGTON COUNTY NEBRASKA
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By *Bridget Abertson Dapert*
Carolyn M Stodola, Register of Deeds

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Return To: Stowell, Geweke & Piskorski, P.C., I.L.L.O.
P.O. Box 40
Ord, NE 68862

**DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS FOR
FIELDCREST TOWNHOMES ASSOCIATION, INC.**

THIS DECLARATION is made on the date hereinafter set forth by the undersigned, who constitute the members (and spouses, where applicable) of Fieldcrest Townhomes Association, Inc. ("Owners").

WITNESSETH:

WHEREAS, Owners are owners of record of the following described real property ("Lots"):

**Lots 81 through 85, Deerfield Replat 2, an Addition to the City of Blair,
Washington County, Nebraska.**

WHEREAS, the Owners desire to place protective covenants, conditions, restrictions, reservations, liens and charges upon the above-described Lots to protect the Owners' quality residential environment and also to protect its desirability, attractiveness and value to future owners. Consequently, the Lots are hereby subjected to the following easements, covenants, restrictions and conditions (collectively referred to as "Covenants"), all of which shall run with the Lots and shall be binding upon all parties having or acquiring any rights, title or interest in it or any part thereof, and shall inure to the benefit of each owner thereof.

NOW THEREFORE, the Owners hereby adopt the following articles:

**ARTICLE I
COVENANTS TO PRESERVE THE RESIDENTIAL
CHARACTER OF THE HOMEOWNERS' ASSOCIATION**

Section 101. Property Uses. All Lots in the Homeowners' Association shall be used exclusively for private residential purposes. No dwelling erected or maintained within the Homeowners' Association shall be used or occupied for any purpose other than for a single-family dwelling. No business, profession, or other activity conducted for gain shall be carried on or within any Lot.

Section 102. Structures. No structures shall be erected within the Homeowners' Association except single-family dwellings and those Accessory Buildings and Accessory Structures which have been approved by the Approving Authority. No structure other than a dwelling, no Accessory Building and no trailer, tent or other similar or dissimilar temporary quarters may be used for living purposes.

Section 103. Storage. No building materials shall be stored on any Lot except temporarily during continuous construction of a building or its alteration or improvement.

Section 104. Underground Utilities. All utilities except lighting standards and customary service devices for access, control or use of utilities shall be installed underground except with the permission of the Approving Authority.

2021-03870

ARTICLE II
DENSITY AND QUALITY STANDARDS

Section 201. Height Restrictions. No dwelling or other structure shall be more than two stories in height not to exceed 30 feet measured from top of foundation or basement wall except with the prior written permission of the Approving Authority. The basement shall not protrude more than 2 feet from finished first floor to the highest ground level adjacent to the structure.

Section 202. Roofs. All roof areas shall be constructed of standard materials generally used for this purpose. All shingles must remain the same color as is present at the time of signing this Declaration, or as similar as possible if the color is not available. Variances from original color must be submitted to and approved by the Approving Authority.

Section 203. Accessory Buildings. Any accessory building or structure shall be of the same colors, same exterior materials, and harmonize in appearance with the dwelling situated on the same lot.

Section 204. Roof Projections. No aerial or antenna for reception or transmission of radio, television or other electronic signals, or other roof projections, including but not limited to lightning rods and weather vanes, shall be maintained on the roof or any other exterior location of a building or lot without written permission from the Approving Authority. However, satellite dishes 24 inches or less in diameter shall be allowed.

Section 205. Owners Maintenance. Each Owner shall maintain the exterior of the dwelling, any accessory building and all other structures, lawns and landscaping, walks and driveways in good condition and shall cause them to be repaired as the effects of damage or deterioration become apparent. Exterior building surfaces and trim shall be repainted periodically and before the surface becomes weather beaten or worn off.

Section 206. Building or Restoration. Any dwelling or building which may be destroyed in whole or in part by fire, windstorm or from any other cause or act of God must be rebuilt or all debris must be removed and the Lot restored to a slightly condition. Such rebuilding or restoration is to be completed with reasonable promptness and in any event within six (6) months from the time the damage occurred.

Section 207. Fences. No fences shall be allowed.

Section 208. Access to Utility and Drainage Easements. Any tree, shrub, fence, or other structure or installation placed or allowed to grow in any easement shall be subject to the paramount right of the utility or County to install, repair, replace, and maintain its installations, and the utility and County shall not be liable for replacement or reinstallation of such trees, shrubs, fences, or other installation placed or allowed to grow in such easement.

Section 209. Mailboxes. All Mailboxes and posts shall remain the same as is on the date of this Declaration. If an Owner needs to replace their mailbox or post and cannot find the same replacement, said Owner shall submit alternatives to the Approving Authority for their approval.

2021-03870

ARTICLE III
LIVING ENVIROMENT STANDARDS

Section 301. Building and Ground Conditions. Each Owner shall maintain the exterior of the dwelling and any accessory building, fence and all other structures, lawns and landscaping, walks and driveways, in a manner that is becoming to the Development and shall cause them to be repaired as the effects of damage and deterioration become apparent. If the Owner fails to properly perform such maintenance, the Approving Authority may, after giving thirty (30) days written notice, effect such repairs and maintenance, at the expense of the Owners, as it deems necessary in its judgment, to maintain the standards of the Homeowners' Association.

Section 302. Garage Doors. Garage doors shall be kept closed except when being used to permit ingress or egress to and from the garage.

Section 303. Maintenance Equipment. All maintenance equipment shall be stored in an enclosed structure or otherwise adequately screened so as not to be visible from neighboring property or adjoining roads.

Section 304. Clothesline and Children's Play Equipment. All outdoor clothes poles, clothes lines and other facilities for drying or airing of clothing or household goods and children's play equipment or other recreational equipment shall be placed or screened by fence or shrubbery so as not to be visible from neighboring property or adjacent roads. Basketball goals, either attached permanently to the residence, or cemented into the ground are the only exception to this Section. Plans for said structures must be submitted to and approved by the Approving Authority.

Section 305. Refuse. No unsightly objects or materials, including but not limited to: ashes, trash, rubbish, garbage, grass or shrub clippings, scrap material or other refuse, or receptacles or containers therefore, shall be stored, accumulated or deposited outside or so to be visible from any neighboring property or adjoining road, except for refuse collection. After a period of two weeks of continued violation of this Section 305, the Approving Authority shall have the right to enter upon the Lot involved and remove such unsightly objects or materials at the expense of the Owners, who are liable for all costs incurred relative thereto.

Section 306. Nuisances. No noxious or offensive activity shall be carried on upon any Lot nor anything done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the neighborhood. No offensive or hazardous activities may be carried on any Lot or in any living unit or accessory building. No annoying lights, sounds or odors shall be permitted or emanate from any living units or accessory buildings.

Section 307. Sound Devices. No exterior speakers, horns, whistles, bells or other sound devices except security devices used exclusively for security shall be located, used or placed on any structure or Lot.

Section 308. Landscaping. All yards and open spaces shall be landscaped and thereafter maintained in lawn or landscape. Subject to Section 310, in the event the finished contour and condition of the Lot has been disrupted, it shall be landscaped in such a fashion as to return it to its finished grade condition.

Section 309. Weeds. All yards and open spaces and the entire area of every Lot on which no building has been constructed shall be kept free from plants or weeds infected with noxious insects or plant diseases and from weeds which in the reasonable opinion of the Approving Authority are likely to cause the spread of infection of weeds to the neighboring property and free from brush or

other growth or trash which in the reasonable opinion of the Approving Authority causes undue danger or fire or unsightly appearance to the Homeowners' Association.

Section 310. Grading Patterns. No material change may be made in the ground level, slope, pitch or drainage patterns of any Lots as fixed by the original finish grading except after first obtaining the prior consent and approval of the Approving Authority. Grading shall be maintained at all times so as to conduct irrigation and surface waters away from building and so as to protect foundations and footings from excess moisture and so as to facilitate the efficient and uninterrupted operation of drainage systems.

Section 311. Transmitters. No electronic or radio transmitters of any kind other than garage door openers shall be operated in or on any structure or Lot except two-way radios and telephones.

Section 312. Animals. Small domestic animals are allowed but limited to two dogs or cats then only if kept as pets. No animal of any kind shall be permitted which in the opinion of the Approving Authority, makes any unreasonable amount of noise or odor or is a nuisance. No animal shall be kept, bred or maintained within the Homeowners' Association for commercial purposes.

Section 313. Trailers, Campers, Boats, etc. No trailer camper (on or off supporting vehicles), tractor, commercial vehicle, boat, mobile home, motor home, any towed trailer unit or truck, excepting only pickups with or without bed toppers and passenger vans for the private use of the resident of a dwelling as primary transportation on a day-to-day basis shall be parked or stored on the Owners Lot except for loading or unloading before or after use. Said vehicles may not be parked on the Owner's Lot for more than twenty-four (24) hours for the purpose of loading and unloading.

Section 314. Salvage or Non-Licensed Vehicles. No unused, stripped down, non-licensed, partially wrecked or junk motor or vehicle may be placed on any road or any Lot for more than fourteen (14) days. An unused vehicle shall be defined as a vehicle which has remained immobile for more than fourteen (14) days as determined by the Approving Authority.

Section 315. Vehicle Repairs. No maintenance, servicing, repair, dismantling, sanding or repainting of any type of vehicle, boat, machine or device may be carried on except within a completely enclosed structure which screens the sight and sound of the activity from adjoining roads and from neighboring property.

Section 316. Signs. The only signs permitted on any Lot or structure shall be:

- a) One sign of customary size offering the signed property for sale or for rent.
- b) One sign of customary size for identification of the occupant and address of any dwelling.
- c) Signs as may be necessary to advise of rules and regulations or caution or warn of danger.
- d) Such signs as may be required by law.

Except for permitted signs, there shall not be used or displayed on any Lot or Structure any signs or any banners, streamers, flags, lights or other devices calculated to attract attention in aid of sale or rental. All permitted signs must be professional painted, lettered and constructed.

Section 317. Guest Vehicles. Only two additional vehicles for guests of an Owner shall be allowed to park either on the Owner's lot or on the street outside lots owned by Members of the Homeowners' Association.

2021-03870

Section 318. Holiday Decorations. Holiday decorations are allowed if placed within the landscaping area of each Lots. Holiday lights are allowed on the main dwelling on a Lot.

Section 319. Rentals. Any renter of a Lot within the Homeowners' Association is hereby bound to this Declaration and shall be required to sign an acknowledge of and agreement to abide by said Declarations before a rental lease may commence.

ARTICLE IV **ARCHITECTURAL STANDARDS**

Section 401. Building Approval. No Structure shall be commenced, erected, or placed onto a Lot, permitted to remain on any Lot or altered in any way as to change the Structure's previously existing exterior appearance, except in accordance with plans, specifications and other information submitted to the Approving Authority and approved by the Approving Authority nor more than one year before the start of the construction, alteration or installation. Matters which require approval of the Approving Authority shall mean and include, without limitation, each of the following on all portions of the Homeowners' Association:

- a) The construction, installation, erection, alteration, contraction, or expansion of any building structure or other improvements, including utility facilities.
- b) The demolition, or destruction, by voluntary action, of any building structure or other improvements
- c) The staking, clearing, grading, excavation, filling or similar disturbance to the surface of the land including, without limitation, change of grade, change of ground level, or change of drainage pattern.
- d) Any change or alteration of any previously approved Improvements to the Lot, including any change of exterior appearance, finished material, color or texture and;
- e) Repainting and resurfacing of exterior surfaces, and rebuilding of Improvements (provided, however, no approval shall be denied to repaint the exterior of a structure in accordance with the original color scheme).

In granting or withholding approval, the Approving Authority shall consider among other things: the adequacy of the materials for their intended use, the harmonization of the external appearance of the surroundings, environment, and to surrounding uses, the degree, if any, to which the proposed Structure or covering will cause intrusions of sound, light or other effect on neighboring sites beyond those reasonably to be expected in a quality rural residential area for considerate neighbors.

Section 402. Plans Submissions. All plans, samples and other materials to be submitted to the Approving Authority shall be submitted in duplicate. The minimum scale of these plans shall be one-twentieth inches equals one foot. The plot plan in this minimum scale shall show the location of all the buildings, drives, walks, fences and any other structures. Proposed new contours throughout the Lot and abutting road elevations on all sides shall be shown. Structure plans shall show all exterior elevations and shall designate each exterior color to be used by means of actual color samples.

Section 403. Approval Process. All action required or permitted to be taken by the Approving Authority shall be in writing and any such written statement shall establish the action of the Approving Authority and shall protect any person relying on the statement. If the Approving Authority does not execute and acknowledge such a statement within fifteen (15) days after

2021-03870

delivery of all the required materials to the members of the Approving Authority, the materials so delivered shall be deemed approved for the purpose of these Covenants. The Approving Authority may charge reasonable fees to cover expenses incurred in review of plans, samples and materials submitted pursuant to the Declaration, exclusive of reimbursement to the members of the Approving Authority for their services. The Approving Authority shall be entitled to retain one copy of all approved plans as part of its records.

Section 404. Variances. The Approving Authority shall have the authority to grant for a Lot as variance from the terms of one or more of Section 104 and 205, subject to the terms and conditions which may be fixed by the Approving Authority and will not be contrary to the interests of the Owners and residents of the Homeowners' Association where, owing to exceptional and extraordinary circumstances, literal enforcement of all of those sections result in unnecessary hardship. Following an application for a variance:

- a) The Approving Authority shall within sixty (60) days after the request for the variance was delivered, determine whether to grant or deny the variance. If the Approving Authority fails to act on the request for the variance within sixty (60) days, the variance shall be deemed denied. If the Approving Authority shall call a meeting of Owners of Lots in the Homeowners' Association, to be held at the Approving Authority's principal office, notice of which meeting shall be given to the Owners at least ten (10) days in advance, at which meeting all Owners shall have opportunity to appear and express their views.
- b) Whether or not anyone appears at the meeting in support of or in opposition to the application for variance, the Approving Authority shall within one week after the meeting either grant or deny the variance.
- c) The Approving Authority shall determine whether or not a variance granted hereunder shall run with the Lot or building site for which granted on a case-by-case basis.
- d) If a variance is denied, another application for a variance for the same Lot or building site may not be made for a period of one year.
- e) A variance shall not be granted unless the Approving Authority shall find that all of the following conditions exists:
 - i) The variance will not authorize the operation of a use other than private, single family residential use.
 - ii) Owing to the exceptional and extra-ordinary circumstances, literal enforcement of the sections above enumerated will result in unnecessary hardship.
 - iii) The variance will not substantially or permanently injure the use of other property in the Homeowners' Association.
 - iv) The variance will not alter the essential character of the Homeowners' Association.
 - v) The variance will not weaken the general purposes of these Covenants.
 - vi) The variance will be in harmony with the spirit and purpose of the Covenants, and
 - vii) The circumstances leading the applicant to seek the variance are unique to the Lot or building site or its Owners, and are not applicable generally to Lots in the Homeowners' Association or their Owner.

ARTICLE V
APPROVING AUTHORITY

Section 501. Composition of the Approving Authority. The Board of Directors of the Fieldcrest Townhomes Association, Inc. shall act as the Approving Authority.

Article 502. Liability. Members of the Approving Authority shall not be liable to any party whatsoever for any act or omission unless the act or omission is in bad faith and amounts to fraud.

ARTICLE VI
GENERAL PROVISIONS FOR EFFECT OF THE COVENANTS

Section 601. Monthly Dues. Dues shall be paid monthly by each Owner on or before the first day of each month. The amount of the monthly dues is \$150.00; however, the amount may change upon due notice by the Board of Directors to the Owners. Monthly dues shall be used for snow removal, lawn mowing services, lawn fertilization, sprinkler system start-up and blow-out, gutters cleaned, and garbage collection. Monthly dues may be increased through submission of work by the Managing Authority, whom the Board of Directors may hire and set the pay of from time to time.

Section 602. Definitions. The following words and expressions are used in the Covenants have the meaning indicated below unless the context clearly requires another meaning:

- a) **Accessory Building.** Detached garage, patios, swimming pools, covers, enclosures, dressing rooms or other similar structures, recreation facilities, separate guest housed without kitchens, separate servants' quarters without kitchens and other buildings customarily used in connection with the single-family residence.
- b) **Covenants.** This Declaration and the provisions contained in it.
- c) **Due Notice.** Written notice delivered in accordance with the requirements of these Covenants at least ten (10) days prior to the action required by the notice.
- d) **Enumerations Inclusive.** A designation which describes parcels or other things as from one number, letter or other designation to another includes both such numbers, letters or other designations and all in between.
- e) **Gender and Number.** Whenever the context permits Owner or Owners shall be deemed to refer equally to persons of both sexes and to the corporations and the other entities, singular to include plural and plural to include singular.
- f) **Landscape.** The treatment of ground surface with live plant material, wood chips, crushed stone, decorative rocks or mulch materials, or the decorative surfacing materials approved by the Approving Authority. For purposes of this definition, the word, "Landscape" shall include all other forms of the word Landscape, such as Landscaped and Landscaping.
- g) **Lot.** Each area designated as a Lot in these Covenants.
- h) **Lot lines.** Front, side and rear Lot Lines shall be the same as defined in the Zoning Ordinances of Washington County, Nebraska in effect from time to time.
- i) **Nuisance.** Nuisances are defined at Paragraphs 306 and 312 and throughout these Covenants as prohibited actions and activities.
- j) **Owners.** Persons having fee simple legal title to a Lot. If more than one person has such title, all such persons are referred to collectively as "Owners" and shall exercise their rights as an Owners through such one of them as they may designate from time to time.

- k) **Structure.** Anything or device other than trees and landscaping the placement of which upon any building site might affect its exterior appearance, including by way of illustration and not limitation, any dwelling, building, garage, porch, shed, greenhouse, driveway, walk, mailbox, outdoor lighting and lawn ornaments. Structure shall also mean an excavation or fill the volume of which exceeds five cubic yards or any excavation, fill, ditch, diversion dam or other thing or device which affects or alters the natural flow of surface waters upon or across any Lot or which affects or alters the flow of any waters in any natural or artificial stream, wash or drainage channel upon or across any Lot.

Section 603. Captions. Captions, titles and headings in these Covenants are for convenience only and do not expand or limit the meaning of the section and shall not be taken into account in construing the section.

Section 604. Approving Authority Resolves Question of Construction. If any doubt or questions shall arise concerning the true intent or meaning of these Covenants, the Approving Authority shall determine the proper construction of the provision in question and shall set forth in a written instrument duly acknowledged by the Approving Authority and filed for record with the Clerk and Recorder of Washington County, the meaning, effect and application for the provision. This definition will thereafter be binding on all parties so long as it is not arbitrary or capricious. Matters of interpretation involving Owners shall not be subject to this section.

Section 605. Covenants Run with the Land. These Covenants shall run with the land and shall inure to and be binding on each Lot and upon each person or entity hereafter acquiring Ownership of any right, title and interest in any Lot in the Homeowners' Association.

Section 606. Covenants are Cumulative. Each of these Covenants is cumulative and independent. Each provision of these Covenants may be construed separately without reference to any other provisions.

Section 607. Waivers. Except as these Covenants may be amended or terminated in the manner hereinafter set forth, they may not be waived, modified or terminated and a failure to enforce shall not constitute a waiver or impair the effectiveness or enforceability of these Covenants. Every person bound by these Covenants to require constants, harsh or literal enforcement of the as a requisite of their continuing vitality and that leniency or neglect in their enforcement shall not in any way invalidate the Covenants or any party of them, nor operate as an impediment to their subsequent enforcement and each such person agrees not to plead as a defense in any civil action to enforce the Covenants that these Covenants have been waived or impaired or otherwise invalidated by a previous failure or neglect to enforce them.

Section 608. Enforcement. Upon twelve (12) hour advance notice, the Approving Authority and their agents shall have the right to enter upon any Lot in the Homeowners' Association when necessary and shall not be deemed a trespass for the purpose of:

- a) Inspection of property to determine compliance with Covenants.
- b) To deliver notification of breach of Covenants, or
- c) Upon failure by an Owner to cure breach within thirty (30) days of written notification, the Approving Authority may at its option make repairs or perform maintenance or otherwise undertake action to cure the breach to restore the appearance of the property involved to a reasonable attractive condition or otherwise bring such property into compliance with the Covenants. In the event the Approving Authority elects to perform maintenance pursuant to Section

607, the Approving Authority will submit to the Owners or persons responsible for the property upon which or for whose benefit such maintenance was performed, a written statement of the costs incurred in performing the maintenance. These costs shall be paid to the Approving Authority within thirty (30) days after receipt of such notice. If Approving Authority's costs have not been paid after expiration of the thirty-day period, the Approving Authority may thereafter record a lien against the Lot (including improvements thereon) for all costs (including reasonable attorney fees) incurred by Approving Authority in performing the maintenance and in collection such costs and foreclosing upon the lien. This lien shall be junior to all other liens or encumbrances of record with respect to the Lot on the date this lien is recorded. This lien may thereafter be foreclosed upon in the manner provided the Nebraska law for foreclosing upon real estate mortgages. This lien shall provide that all sums expended by Approving Authority in foreclosing the lien and collection of the amounts due (including reasonable attorney's fees) shall be additional indebtedness secured by the lien. These Covenants are for the benefit of the Owners, jointly and severally, and of the Approving Authority and may also be enforced by an action for damages, suit for injunction, mandatory and prohibitive, and other relief, and by any other appropriate legal remedy, instituted by one or more Owners, the Approving Authority, or any combination of the two. Until seven years after these Covenants are filed of record, or when Owners own no property within the Homeowners' Association, whichever is later, Owners may also enforce these Covenants in any of the manners permitted above. All costs, including reasonable attorney's fees, incurred by the Approving Authority in connection with any successful enforcement proceeding initiated by the Approving Authority (along or in combination with Owners) or, during the period it is permitted to enforce these Covenants, incurred by the Approving Authority, shall be paid by the party determined to have violated the Covenants. Any party exercising its right to enforce these Covenants shall not be required to post and bond as a condition to the granting of any restraining order, temporary or permanent injunction or other order. The rights and remedies to enforcement of these Covenants shall be cumulative, and the exercise of any one or more such rights and remedies shall not preclude the exercise of any of the others.

Section 609. Duration of Restrictions. Unless sooner terminated as provided in Section 610, the restrictions and other provisions set forth in these Covenants shall remain in force for twenty-five (25) years from the date these Covenants are recorded, and shall be automatically renewed for successive periods of ten (10) years, unless before the end of any ten-year extension, there is filed of record with the Clerk and Recorder of Washington County an instrument stating that extension is not desired, and is signed and acknowledged by the Owners of a majority of the Lots in the Homeowners' Association.

Section 610. Amendment and Extension/Termination. All sections of these Covenants (except Article V) may not be terminated for a period of five (5) years. After said period from time to time and section or sections of these Covenants (except Sections 104, and Article V) may be amended or new sections may be added to these Covenants by an instrument signed and acknowledged by the Owners of at least three-fourths of the Lots in the Homeowners' Association and filed with the Clerk and Recorder of Washington County.

2021-03870

Section 611. Severability. If any of these Covenants shall be held invalid or become unenforceable, the other Covenants shall not be affected or impaired but shall remain in full force and effect.

Section 612. Action in Writing. Notices, approval, consents, applications and other action provided for or contemplated by these Covenants shall be in writing and shall be signed on behalf of the party who originates the notice, approval consents, application or other action.

Section 613. Notices. Any writing in Section 612, including but not limited to any communication from the Approving Authority to an Owners, shall be sufficiently served if delivered by mail or otherwise:

- a) To the dwelling situated on the Lot owned by that Owners, or
- b) If there is no dwelling, then to the address furnished by the Owners to the Approving Authority; and if the Owners has not furnished an address, then to the most recent address of which the Approving Authority has on record.

Section 614. Owners' Right to Amend. Notwithstanding any provision herein to the contrary, Owners specifically reserve the right to amend or change, in whole or in part, any or all of these Covenants, Conditions, and Restrictions any time prior to the recording of this Declaration.

IN WITNESS WHEREOF, the Owners has executed this Declaration this 21 day of July, 2021.

Lance M. Claussen
Lance M. Claussen, Trustee, Susan
K. Bensen Irrevocable Trust

Debra L. Barnett
Debra L. Barnett

Milo G. Kahnk
Milo G. Kahnk

Alice L. Kahnk
Alice L. Kahnk

Peggy L. Hipnar
Peggy L. Hipnar

Jacquelyn McCandless
Jacquelyn McCandless

STATE OF NEBRASKA)
)
COUNTY OF Douglas)

ss:

Subscribed and sworn to before me this 21 day of July, 2021 by
LANCE M. CLAUSSEN, TRUSTEE OF THE SUSAN K. BENSEN IRREVOCABLE
TRUST.

David J. Hanus
Notary Public

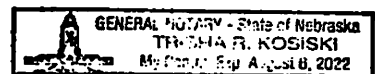


2021-03870

STATE OF NEBRASKA)
COUNTY OF Douglas)

ss:

Subscribed and sworn to before me this 20th day of July, 2021 by
DEBRA L. BARNETT.



Trisha R. Kosiski
Notary Public

STATE OF NEBRASKA)
COUNTY OF Douglas)

ss:

Subscribed and sworn to before me this 20th day of July, 2021 by
MILO G. KAHNK.



Trisha R. Kosiski
Notary Public

STATE OF NEBRASKA)
COUNTY OF Douglas)

ss:

Subscribed and sworn to before me this 20th day of July, 2021 by
ALICE L. KAHNK.



Trisha R. Kosiski
Notary Public

STATE OF NEBRASKA)
COUNTY OF Douglas)

ss:

Subscribed and sworn to before me this 20th day of July, 2021 by
PEGGY L. HIPNAR.

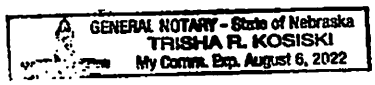


Trisha R. Kosiski
Notary Public

STATE OF NEBRASKA)
COUNTY OF Douglas)

ss:

Subscribed and sworn to before me this 20th day of July, 2021 by
JACQUELYN MCCANDLESS.



Trisha R. Kosiski
Notary Public